

Section 4 Exhibits

BSC 1

ASSOCIATION SERVICE AGREEMENT

THIS AGREEMENT is between the COMMODITY CREDIT CORPORATION, (CCC), Washington, D.C., a corporate agency of the United States within the U.S. Department of Agriculture and the Burley Stabilization Corporation (Association), and concerns only that 1997, 1998, 2000, 2001, 2002, 2003 and 2004 Burley crop tobacco which is owned by the CCC and which is referred below as "CCC-owned tobacco":

1. STORAGE AND HANDLING - For activities occurring after this agreement is executed by the parties. CCC will pay monthly to the Association the following amounts for the following services with respect to CCC-owned tobacco:

(a) Storage - Warehouse expenses of the Association in connection with the tobacco computed at:

Storage per container per month: \$ 0.54

Outage per container: \$ 1.78

Weighing per container actually weighed
in connection with outage: \$ 2.50

(b) Other Expenses - CCC may pay other cost, to the extent agreed to by all parties.

2. REQUEST FOR PAYMENT - The amounts comprising the payment which CCC agrees to make to the Association under this Agreement shall be paid to the Association upon receipt by CCC of an acceptable written request therefore, signed by authorized officers or employees of the Association.

3. ASSOCIATION'S PROTECTION OF TOBACCO - The Association shall from time to time inspect the tobacco and shall take such action as may be necessary to keep it in good condition. The Association shall notify CCC immediately of any loss or destruction of, or damage to, the subject tobacco.

4. INSPECTION OF TOBACCO - The Association shall ensure that storage warehouses allow CCC and any prospective buyer to:

(a) Inspect CCC-owned tobacco during the business hours of 9:00AM - 5:00PM during each day Monday Through Friday.

5. PERSONNEL NOT TO BENEFIT - The Association shall not dispose of the subject tobacco in a manner that will result in a reward, financial benefit, profit, or payment to any director, officer, or employee of the Association and shall not dispose of the tobacco except in such manner as is approved by CCC.

6. CONTRACTS FOR SERVICES - The form of the contracts entered into between the Association and operators of storage warehouses and other persons handling the subject tobacco and the persons with whom such contracts may be entered into shall be subject to approval by CCC. When required by CCC, such contracts shall give CCC the right to audit the accounts and records of the contractors insofar as such records pertain to the subject tobacco. In addition, such contracts shall contain a provision satisfactory to CCC relating to suspension, cancellation, or cessation of operations by the Association upon written notice to the contracting party. The Association shall exercise any such right relating to suspension, cancellation, or cessation of operations if and when CCC so directs.

7. REPORTS - The Association shall furnish such other information and reports relating to the tobacco inventory as CCC may prescribe or request.

8. AUDITS - CCC may examine and audit the accounts and records of the Association, its agents, and its subsidiaries or affiliates and may require the Association to make all storage bills and other records available at the main office of the Association at any time an audit is made.

9. TERMINATION - This Agreement shall stay in effect until terminated by CCC. CCC may terminate this Agreement by providing written notice to the Association of such action 30 days prior to the effective date of such termination.

10. OFFICIALS NOT TO BENEFIT - No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share of this Agreement or to any benefit to arising therefrom, but this paragraph shall not be construed to extend to benefits arising from this Agreement if accruing to a corporation nor to prevent any such member, delegate, or commissioner from obtaining any benefit hereunder in their capacity as a farmer.

11. EQUAL OPPORTUNITY CLAUSE - During the performance of this Agreement, unless exempt under rules, regulations and relevant orders of the Secretary of Labor (41 CFR Chapter 60) issued pursuant to authority conferred by Executive order 11246 of September 24, 1965, as amended, hereinafter referred to as the Executive Order," the Association agrees as follows:

(a) The Association will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, marital status or national origin. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCC setting forth the provisions of this Equal Opportunity Clause.

(b) The Association will, in all solicitations or advertisements for employees placed by or on behalf of the Association, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, age, disability, sex, marital status, or national origin.

(c) The Association will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCC, advising the labor union or workers' representative of the Association's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Association will comply with all provisions of the Executive order, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Association will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Association's noncompliance with this Equal Opportunity Clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Association may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive order, by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Association will include the provisions of subparagraphs (a) through (g) of this paragraph in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Association will take such action with respect to any subcontractor or purchase order as CCC may direct as a means of enforcing such direction provisions, including sanction for noncompliance: Provided, However, that, if the Association becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CCC, the Association may request the United States to enter into such litigation to protect the interests of the United States.

12. CERTIFICATION OF NONSEGREGATED FACILITIES - (The following provisions of this paragraph are applicable to contracts and subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in paragraph 13.)

By executing this Agreement, the Association certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Association agrees that a breach of this certification is a violation of paragraph 13 of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restroom and

washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, disability, sex, marital status or national origin, because of habit, local custom, or otherwise. The Association further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order an Elimination of Segregated Facilities, (32 F.R. 7439, May 19, 1967) by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

13. EQUAL EMPLOYMENT OPPORTUNITY -- REPRESENTATION - The Association has ☐ has not ☐ developed, and has ☐ has not ☐ on file, a written affirmative action compliance program pursuant to Chapter 60 of Title 41 of the Code of 10 Federal Regulations, as amended; has ☐ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clause; has ☐ has not ☐ filed all required compliance reports; and will obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontractor awards (paragraph 13 contains the Equal Opportunity clause). (The appropriate blank boxes must be checked. Every contractor subject to the Executive Order, having 50 or more employees or doing business of \$50,000 or more, is required to develop a written affirmative action compliance program. Compliance reports are required from every contractor subject to the Executive Order having 100 or more employees. The required form is Standard Form 100 (Revised), Equal Employment Opportunity - Employer Information Report EEO-1).

14. DISCLOSURE OF LOBBYING ACTIVITIES - The Department of Interior and Related Agency's Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352), enacted October 23, 1989, requires that applicants for and recipients of: 1) a Federal loan exceeding \$150,000; or 2) a Federal contract, grant, or cooperative agreement payment exceeding \$100,000, must file with the disbursing office:

(a) Form CCC-674, Certification for Contracts, Grants, Loans, and Cooperative Agreements, if they have not or will not use monies received for lobbying purposes.

(b) Standard Form LLL, Disclosure of Lobbying Activities, if they have or will use monies received for lobbying purposes.

Mar-10-05 11:17A Tobacco Associates, Inc. 919 821 674
MAR-10-2005 THU 11:15 AM BURLEY STABILIZATION

P.01

The Association will comply with 31 U.S.C. 1352 and will include the provisions of 31 U.S.C. 1352 in every contract with processors and storage warehouses. Failure to file either form when required may result in a civil penalty.

The Association and their subcontractors are to submit, as applicable, the certification or disclosure of lobbying activity forms to:

U.S. Department of Agriculture
Farm Service Agency
Advisory and Corporate Operations Staff
STOP 0571
1400 Independence Ave. SW
Washington, D.C. 20250-0571

15. USDA Hotline Poster - The Association and their subcontractors will display in a conspicuous place for public notice, a USDA Hotline Poster asking individuals to report criminal activity, conflicts of interest, bribery, fraud, and the procedure for reporting infractions to USDA.
16. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation under this Agreement may be liable to criminal prosecution under 18 U.S.C. 1001, 15 U.S.C. 714m(a), and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this

10th day of March, 2005
Attest:

BURLEY STABILIZATION CORPORATION

ASSOCIATION

Connie Alexander BY Charles C. Finch
TITLE Managing Director

Attest: _____

Executive Vice President, CCC

(Contracting Officer)

MAR 17 2005

Mr. Charlie Finch
Managing Director
Burley Stabilization Corporation
P. O. Box 6447
Knoxville, TN 37914

Dear Mr. Finch:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 1997, 1998, 2000, 2001, 2002 and 2003 crop burley tobacco loan agreements executed by Burley Stabilization Corporation (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on March 21, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans. 2004 crop burley loans will be called when processing has been completed.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for burley tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on March 10, 2005, by the Association and CCC.

Mr. Charlie Finch
Page 2

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Contract Officer

cc Central File, Stop 0514 TD Reader, Stop 0514
FSA/TD/Misty-wl/03-14-05/lb/3-16-05/720-3996/TLP/TD-63
Filename: TOB/DATA/05YEAR/BSC/Finch loan stock disposal

A handwritten signature in dark ink, appearing to be "JMT", is located in the lower right quadrant of the page.

BSC 3

Mr. Charlie C. Finch
Managing Director
Burley Stabilization Corporation
P.O. Box 6447
Knoxville, Tennessee 37914

MAR 23 2005

Dear Mr. Finch:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

As of 12:00 noon March 24, 2005, CCC is releasing 10,100,208 pounds of Commodity Credit Corporation (CCC) owned inventory to Burley Stabilization Corporation (Association). Approximately 100% of the domestic No-Net-Cost funds and 90% of the Importer No-Net-Cost funds (\$61.1 million) will be used to release CCC-owned tobacco inventory to the Association. At this time CCC will use approximately \$38.4 million to release the above pounds to the association from the 1997, 1998, 2000, 2001, 2002 and 2003 crops. Approximately \$22.7 million will be used to release pounds from the 2004 crop at a later date when that loan is called. CCC has determined that the approved association list prices that were in effect when the ACT was enacted will be used to release CCC-owned inventory pounds. These list prices include carrying charges through February 28, 2005.

The Association is to use the attached spreadsheet to complete the transfer of CCC-owned inventory and produce a detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. The Association is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business March 31, 2005.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Director
Tobacco Division

Enclosure

Asset	Type	Location	Year	Grade	Total Units	Used MW	Total Power	Asset Units	Asset MW	Asset Non Value	CCG Used	CCG Units	CCG MW	Asset Share	CCG Share	Total MW	Total Inv Value
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1997	B3GF	2,189	441	966,349	1,532	675,612	\$3,7795	\$2,553,476	657	289,737	70.0%	17.0%	\$1,095,061	\$3,648,537
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1997	B4FR	2,814	441	1,240,917	1,970	868,770	\$4,8205	\$4,187,906	844	372,204	70.0%	17.7%	\$1,794,209	\$5,982,115
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1997	B4K	55	441	24,255	39	17,199	\$4,2900	\$73,784	16	7,056	70.0%	0.4%	\$30,220	\$104,054
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1997	B5D	152	441	67,032	106	46,746	\$4,1470	\$193,856	47	20,286	69.7%	0.4%	\$84,126	\$277,982
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1997	STM-FBR	241	425	102,425	169	71,825	\$4,4177	\$4,417	72	30,600	70.1%	0.1%	\$1,882	\$6,299
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1997	Total	5,451		2,400,035	3,816	1,680,152		\$7,013,438	1,635	719,883	70.0%	17.9%	\$314,289	\$10,018,987
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1998	B3GF	681	441	300,321	477	210,357	\$3,4935	\$734,882	204	89,964	70.0%	10.3%	\$1,049,171	\$3,142,964
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1998	B4FR	858	441	378,819	601	1,204,479	\$4,5445	\$1,204,479	258	113,778	70.0%	10.3%	\$1,721,543	\$4,917,064
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1998	B4GR	707	441	311,787	495	218,295	\$2,7230	\$594,417	212	93,492	70.0%	9.9%	\$254,579	\$848,996
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1998	B4K	106	441	46,746	74	32,634	\$3,0610	\$126,000	32	14,112	68.8%	0.4%	\$54,486	\$180,486
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1998	FIBER	331	400	132,400	232	\$5,707	\$0,0615	\$2,507	99	39,600	70.1%	0.1%	\$2,435	\$8,143
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1998	M4FR	1,200	419	502,800	840	351,960	\$4,0755	\$1,434,413	360	150,840	70.0%	10.3%	\$614,748	\$2,809,161
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	1998	Total	3,884		1,672,873	2,719	1,171,087		\$4,099,898	1,165	501,786	70.0%	10.3%	\$431,692	\$5,857,501
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2000	B3GF	784	441	345,744	549	242,108	\$4,1655	\$4,098,505	235	103,635	70.0%	10.3%	\$1,440,197	\$5,540,197
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2000	B4F	3,763	441	1,659,483	2,634	1,161,594	\$5,1250	\$5,953,169	1,129	497,889	70.0%	10.3%	\$2,551,661	\$8,504,850
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2000	B4GR	73	441	32,193	51	22,491	\$4,1655	\$93,686	22	9,702	69.9%	0.4%	\$40,414	\$134,100
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2000	B5D	56	441	24,966	39	17,199	\$4,3715	\$75,185	17	7,497	69.6%	0.4%	\$32,773	\$107,959
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2000	CAF	12	419	5,028	8	3,352	\$4,9920	\$16,733	4	1,676	66.7%	0.1%	\$8,357	\$26,100
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2000	M4FR	572	419	239,668	400	167,600	\$4,1615	\$747,747	172	72,068	69.9%	10.3%	\$321,551	\$1,069,279
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2000	Total	5,260		2,306,812	3,681	1,614,345		\$7,895,027	1,579	692,467	69.9%	10.3%	\$21,251	\$11,281,464
BSC	Bulky, Type 31	BULKY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2001	B3GF	1,172	441	75,852	120	52,920	\$3,8125	\$201,758	52	22,932	69.8%	0.4%	\$78,428	\$299,166

ASSN Loan Value = Approved List Prices in effect 10/24/2004.



BSC 4

United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

1400 Independence
Avenue, SW
Stop 0514
Washington, DC
20250-0514

Mr. Charlie Finch
Managing Director
Burley Stabilization Corporation
P. O. Box 6447
Knoxville, TN 37914

Dear Mr. Finch:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 2004 crop burley tobacco loan agreement executed by Burley Stabilization Corporation (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on July 1, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for burley tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on March 10, 2005, by the Association and CCC.

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

for John M. Truluck
Contracting Officer

BSC 5

JUL - 5

Mr. Charlie C. Finch
Managing Director
Burley Stabilization Corporation
P.O. Box 6447
Knoxville, Tennessee 37914

Dear Mr. Finch:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.


As of 12:00 noon July 6, 2005, CCC is releasing 5,962,759 pounds of Commodity Credit Corporation (CCC) owned inventory to Burley Stabilization Corporation (Association). Approximately 76% of the domestic No-Net-Cost funds will be used to release CCC-owned tobacco inventory to the Association. CCC will use approximately \$18,094,000 million to release the above pounds to the association from the 2004 crops. CCC has determined that the approved association list prices that were in effect when the ACT was enacted will be used to release CCC-owned inventory pounds. These list prices include carrying charges through February 28, 2005.

A portion of the domestic NNC funds and 90% of your portion of the total burley importer No-Net-Cost funds as of February 28, 2005, was used to release 10,100,208 pounds of CCC inventory on March 24, 2005.

Approximately \$5.8 million will remain in the domestic NNC account after the transfer is complete. A decision on how to handle these NNC funds will be made in the near future.

Sincerely,

Misty Jones

 John M. Truluck
Director
Tobacco Division

Enclosure

Tobacco Loan Inventory Split between the Associations and CCC

Assn	Type	Location	Year	Grade	Total Units	Lbs/Unit	Total Pounds	Assn Units	Assn Lbs	Assoc Loan Value	NINC Used
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	B3F	316	441	139,356	316	139,356	\$3,8640	\$538,472
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	B3GF	93	441	41,013	93	41,013	\$3,5510	\$145,637
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	B4F	3,118	441	1,375,038	3,118	1,375,038	\$3,8085	\$5,236,832
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	B4FR	1,990	441	877,590	1,990	877,590	\$3,8285	\$3,359,853
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	C3F	303	419	126,957	303	126,957	\$3,7375	\$474,502
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	C4F	2,872	419	1,203,368	2,872	1,203,368	\$3,7375	\$4,497,588
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	M4FR	367	419	153,773	367	153,773	\$3,6065	\$554,582
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	B-STEMS	1,623	400	649,200	1,623	649,200	\$0,2055	\$133,411
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	C-STEMS	946	400	378,400	946	378,400	\$0,2055	\$77,761
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	M-STEMS	96	400	38,400	96	38,400	\$0,2055	\$35,757
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	X-STEMS	435	400	174,000	435	174,000	\$0,2055	\$203,172
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	X3F	136	397	53,992	136	53,992	\$3,7630	\$2,055,622
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	X4F	1,376	397	546,272	1,376	546,272	\$3,7630	\$772,920
BSC	Burley, Type 31	BURLEY STABILIZATION STORAGE FACILITY, SPRINGFIELD, TN	2004	B8S Scrap	632	325	205,400	632	205,400	\$3,7630	
2004 Total					14,303		5,962,759	14,303	5,962,759		\$18,094,000

ASSOCIATION SERVICE AGREEMENT

THIS AGREEMENT is between the COMMODITY CREDIT CORPORATION, (CCC), Washington, D.C., a corporate agency of the United States within the U.S. Department of Agriculture and the Burley Tobacco Growers Cooperative (Association), and concerns only that 1994, 1997, 1998, 2000, 2001, 2002, 2003 and 2004 Burley crop tobacco which is owned by the CCC and which is referred below as "CCC-owned tobacco":

1. STORAGE AND HANDLING - For activities occurring after this agreement is executed by the parties. CCC will pay monthly to the Association the following amounts for the following services with respect to CCC-owned tobacco:

(a) Storage - Warehouse expenses of the Association in connection with the tobacco computed at:

Storage per container per month:	\$ 0.54
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Outage per container:	\$ 1.78
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Weighing per container actually weighed in connection with outage:	\$ 2.50
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(b) Other Expenses – CCC may pay other cost, to the extent agreed to by all parties.

2. REQUEST FOR PAYMENT - The amounts comprising the payment which CCC agrees to make to the Association under this Agreement shall be paid to the Association upon receipt by CCC of an acceptable written request therefore, signed by authorized officers or employees of the Association.

3. ASSOCIATION'S PROTECTION OF TOBACCO - The Association shall from time to time inspect the tobacco and shall take such action as may be necessary to keep it in good condition. The Association shall notify CCC immediately of any loss or destruction of, or damage to, the subject tobacco.

4. INSPECTION OF TOBACCO – The Association shall ensure that storage warehouses allow CCC and any prospective buyer to:

(a) Inspect CCC-owned tobacco during the business hours of 9:00AM – 5:00PM during each day Monday Through Friday.

5. PERSONNEL NOT TO BENEFIT - The Association shall not dispose of the subject tobacco in a manner that will result in a reward, financial benefit, profit, or payment to any director, officer, or employee of the Association and shall not dispose of the tobacco except in such manner as is approved by CCC.

6. CONTRACTS FOR SERVICES - The form of the contracts entered into between the Association and operators of storage warehouses and other persons handling the subject tobacco and the persons with whom such contracts may be entered into shall be subject to approval by CCC. When required by CCC, such contracts shall give CCC the right to audit the accounts and records of the contractors insofar as such records pertain to the subject tobacco. In addition, such contracts shall contain a provision satisfactory to CCC relating to suspension, cancellation, or cessation of operations by the Association upon written notice to the contracting party. The Association shall exercise any such right relating to suspension, cancellation, or cessation of operations if and when CCC so directs.

7. REPORTS - The Association shall furnish such other information and reports relating to the tobacco inventory as CCC may prescribe or request.

8. AUDITS - CCC may examine and audit the accounts and records of the Association, its agents, and its subsidiaries or affiliates and may require the Association to make all storage bills and other records available at the main office of the Association at any time an audit is made.

9. TERMINATION - This Agreement shall stay in effect until terminated by CCC. CCC may terminate this Agreement by providing written notice to the Association of such action 30 days prior to the effective date of such termination.

10. OFFICIALS NOT TO BENEFIT - No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share of this Agreement or to any benefit to arising therefrom, but this paragraph shall not be construed to extend to benefits arising from this Agreement if accruing to a corporation nor to prevent any such member, delegate, or commissioner from obtaining any benefit hereunder in their capacity as a farmer.

11. EQUAL OPPORTUNITY CLAUSE - During the performance of this Agreement, unless exempt under rules, regulations and relevant orders of the Secretary of Labor (41 CFR Chapter 60) issued pursuant to authority conferred by Executive order 11246 of September 24, 1965, as amended, hereinafter referred to as the Executive Order," the Association agrees as follows:

(a) The Association will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, marital status or national origin. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCC setting forth the provisions of this Equal Opportunity Clause.

(b) The Association will, in all solicitations or advertisements for employees placed by or on behalf of the Association, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, age, disability, sex, marital status, or national origin.

(c) The Association will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCC, advising the labor union or workers' representative of the Association's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Association will comply with all provisions of the Executive order, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Association will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Association's noncompliance with this Equal Opportunity Clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Association may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive order, by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Association will include the provisions of subparagraphs (a) through (g) of this paragraph in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Association will take such action with respect to any subcontractor or purchase order as CCC may direct as a means of enforcing such direction provisions, including sanction for noncompliance: Provided, However, that, if the Association becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CCC, the Association may request the United States to enter into such litigation to protect the interests of the United States.

12. CERTIFICATION OF NONSEGREGATED FACILITIES - (The following provisions of this paragraph are applicable to contracts and subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in paragraph 13.)

By executing this Agreement, the Association certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Association agrees that a breach of this certification is a violation of paragraph 13 of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restroom and

washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, disability, sex, marital status or national origin, because of habit, local custom, or otherwise. The Association further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order an Elimination of Segregated Facilities, (32 F.R. 7439, May 19, 1967) by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

13. EQUAL EMPLOYMENT OPPORTUNITY -- REPRESENTATION - The Association has ☐ has not ☐ developed, and has ☐ has not ☐ on file, a written affirmative action compliance program pursuant to Chapter 60 of Title 41 of the Code of Federal Regulations, as amended; has ☐ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clause; has ☐ has not ☐ filed all required compliance reports; and will obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontractor awards (paragraph 13 contains the Equal Opportunity clause). (The appropriate blank boxes must be checked. Every contractor subject to the Executive Order, having 50 or more employees or doing business of \$50,000 or more, is required to develop a written affirmative action compliance program. Compliance reports are required from every contractor subject to the Executive Order having 100 or more employees. The required form is Standard Form 100 (Revised), Equal Employment Opportunity - Employer Information Report EEO-1).

14. DISCLOSURE OF LOBBYING ACTIVITIES - The Department of Interior and Related Agency's Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352), enacted October 23, 1989, requires that applicants for and recipients of: 1) a Federal loan exceeding \$150,000; or 2) a Federal contract, grant, or cooperative agreement payment exceeding \$100,000, must file with the disbursing office:

(a) Form CCC-674, Certification for Contracts, Grants, Loans, and Cooperative Agreements, if they have not or will not use monies received for lobbying purposes.

(b) Standard Form LLL, Disclosure of Lobbying Activities, if they have or will use monies received for lobbying purposes.

The Association will comply with 31 U.S.C. 1352 and will include the provisions of 31 U.S.C. 1352 in every contract with processors and storage warehouses. Failure to file either form when required may result in a civil penalty.

The Association and their subcontractors are to submit, as applicable, the certification or disclosure of lobbying activity forms to:

U.S. Department of Agriculture
Farm Service Agency
Advisory and Corporate Operations Staff
STOP 0571
1400 Independence Ave. SW
Washington, D.C. 20250-0571

15. USDA Hotline Poster - The Association and their subcontractors will display in a conspicuous place for public notice, a USDA Hotline Poster asking individuals to report criminal activity, conflicts of interest, bribery, fraud, and the procedure for reporting infractions to USDA.

16. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation under this Agreement may be liable to criminal prosecution under 18 U.S.C. 1001, 15 U.S.C. 714m(a), and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this

_____ day of _____, _____
Attest:

BURLEY TOBACCO GROWERS COOPERATIVE ASSOCIATION

ASSOCIATION

_____ BY _____

TITLE _____

Attest: _____

Executive Vice President, CCC

(Contracting Officer)

MAR 17 2005

Mr. Danny McKinney
Chief Executive Officer
Burley Tobacco Growers Cooperative
Association
P. O. Box 860
Lexington, KY 40587

Dear Mr. McKinney:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is take the first step needed to implement this statutory provision. In accordance with section 7 of the 1994, 1997, 1998, 2000, 2001, 2002 and 2003 crop burley tobacco loan agreements executed by Burley Tobacco Growers Cooperative (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on March 21, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans. 2004 crop burley loans will be called when processing has been completed.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for burley tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on March 10, 2005, by the Association and CCC.

Mr. Danny McKinney
Page 2

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Contract Officer

CC: Central Files, Stop 0514 TD Readeer, Stop 0514
FSA/TD/Misty-wl/03-14-05/lb/3-16-05/720-3996/TLP/TD-64
Filename: TOB/DATA/05YEAR/BSC/Finch loan stock disposal



BTGCA 3

MAR 23 2005

Mr. Danny McKinney
Chief Executive Officer
Burley Tobacco Growers Cooperative
Association
P.O. Box 860
Lexington, Kentucky 40587

Dear Mr. McKinney:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

OK 57 42,923,098

As of 12:00 noon March 24, 2005, CCC is releasing ~~42,879,943~~ pounds of Commodity Credit Corporation (CCC) owned inventory to Burley Tobacco Growers Cooperative Association (Association). Approximately 100% of the domestic No-Net-Cost funds and 90% of the Importer No-Net-Cost funds (\$219 million) will be used to release CCC-owned tobacco inventory to the Association. At this time CCC will use approximately \$153.8 million to release the above pounds to the association from the 1994, 1997, 1998, 2000, 2001, 2002 and 2003 crops. Approximately \$65 million will be used to release pounds from the 2004 crop at a later date when that loan is called. CCC has determined that the approved association list prices that were in effect when the ACT was enacted will be used to release CCC-owned inventory pounds. These list prices include carrying charges through February 28, 2005.

The Association is to use the attached spreadsheet to complete the transfer of CCC-owned inventory and produce a detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. The Association is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business March 31, 2005.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Director
Tobacco Division

Enclosure

Tobacco Loan Inventory Split between the Associations and CCC

Asn	Type	Location	Year	Grade	Lbs/Unit	Total pounds	Asn Units	Asn Lbs	Assoc loan Value	CCC Used	CCC Units	CCC Lbs
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	B3GF	441	151,263	223	98,343	\$3,5720	\$351,281	120	52,920
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	B4F	441	1,558,935	2,298	1,013,418	\$3,8320	\$3,883,418	1,237	545,517
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	B4FR	441	517,734	763	336,483	\$3,8520	\$1,296,133	411	181,251
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	B4GR	441	11,466	17	7,497	\$3,5720	\$26,779	9	3,969
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	B4K	441	7,938	12	5,282	\$3,6280	\$19,199	6	2,646
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	B5D	441	40,572	60	26,460	\$3,5720	\$94,515	32	14,112
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	B-SITEMS	400	612,400	995	398,000	\$0,2060	\$81,988	536	214,400
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	C3F	419	546,376	848	355,312	\$3,7600	\$1,335,973	456	191,064
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	C4F	419	1,096,942	1,702	713,138	\$3,7600	\$2,681,399	916	383,804
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	CAM	419	77,515	120	50,280	\$3,5360	\$177,790	65	27,235
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	C-STEMS	400	493,200	801	320,400	\$0,2060	\$66,002	432	172,800
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	M4FR	419	24,721	38	15,922	\$3,6280	\$57,765	21	8,799
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	M-STEMS	400	7,200	12	4,800	\$0,2060	\$989	6	2,400
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	X3F	397	232,245	380	150,860	\$3,7860	\$571,156	205	81,385
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	X4F	397	718,570	1,177	467,269	\$3,7860	\$1,769,080	633	251,301
BTGCA	Burley, Type 31	DIMON INTERNATIONAL, DANVILLE, VA	2003	X-STEMS	400	283,200	460	184,000	\$0,2060	\$37,904	248	99,200
2003 Total						6,380,277	9,906	4,147,474		\$12,451,372	5,333	2,232,803
1994			1994	B3F	441	633,276	933	411,453	\$5,2840	\$2,174,118	503	221,823
1994			1994	B3F	441	3,115,665	4,592	2,025,072	\$5,2840	\$10,700,480	2,473	1,090,593
1994			1994	B3FR	441	65,709	97	42,777	\$5,3040	\$226,889	52	22,932
1994			1994	B3GF	441	82,467	122	53,802	\$3,9700	\$213,594	65	28,665
1994			1994	B5D	441	86,436	127	56,007	\$4,4120	\$247,103	69	30,429
1994 Total						3,983,553	5,871	2,589,111		\$13,562,184	3,162	1,394,442
1997			1997	B3GF	441	2,311,281	3,407	1,502,487	\$3,7960	\$5,703,441	1,834	808,794
1997			1997	B4FR	441	2,061,234	3,038	1,339,758	\$4,8440	\$6,489,788	1,636	721,476
1997			1997	B4GR	441	3,320,289	4,894	2,158,254	\$2,9560	\$6,379,799	2,635	1,162,035
1997			1997	B4K	441	462,168	681	300,321	\$4,3100	\$1,294,384	367	161,847
1997			1997	B5D	441	439,236	647	285,327	\$4,1660	\$1,188,672	349	153,909
1997			1997	C4M	419	199,025	309	129,471	\$4,3100	\$558,020	166	69,554
1997			1997	M3F	419	237,992	369	154,611	\$4,3820	\$677,505	199	83,381
1997			1997	M4FR	419	120,253	187	78,353	\$4,3820	\$343,343	100	41,900
1997 Total						9,151,478	13,532	5,948,582		\$22,634,951	7,286	3,202,896
1998			1998	B3GF	441	1,114,407	1,643	724,563	\$3,5080	\$2,541,767	884	389,844
1998			1998	B4FR	441	411,894	607	267,687	\$4,5660	\$1,222,259	327	144,207
1998			1998	B4GR	441	981,225	1,446	637,686	\$2,7340	\$1,743,434	779	343,539
1998			1998	B4K	441	13,671	20	8,820	\$4,0220	\$35,474	11	4,851
1998			1998	B5D	441	135,387	200	88,200	\$3,8780	\$342,040	107	47,187
1998			1998	C4M	419	67,040	104	43,576	\$4,0220	\$175,263	56	23,464
1998			1998	M4FR	419	533,387	827	346,513	\$4,0940	\$1,418,624	446	186,874
1998 Total						3,257,011	4,847	2,117,045		\$7,478,860	2,610	1,139,966
2000			2000	B3GF	441	233,289	344	151,704	\$4,1840	\$634,730	185	81,585
2000			2000	B4F	441	981,225	1,446	637,686	\$5,1500	\$3,264,083	779	343,539
2000			2000	B4GR	441	38,367	57	25,137	\$4,1840	\$105,173	30	13,230
2000			2000	B4K	441	16,758	25	11,025	\$4,1840	\$46,129	13	5,733
2000			2000	C3F	419	48,185	75	31,425	\$5,0160	\$157,628	40	16,760
2000			2000	C4F	419	500,705	777	325,563	\$5,0160	\$1,633,024	418	175,142
2000			2000	M4FR	419	62,431	97	40,643	\$4,4820	\$182,162	52	21,788
2000			2000	S9-B4K	441	162,729	240	105,840	\$2,8720	\$303,972	129	56,889
2000			2000	S9-C4M	419	179,751	279	116,901	\$3,4640	\$404,945	150	62,850
2000			2000	S9-X4F	397	171,901	281	111,557	\$3,6180	\$403,613	152	60,344
2000			2000	X3F	397	52,007	85	33,745	\$5,0160	\$169,265	46	18,262
2000			2000	X4F	397	320,379	525	208,425	\$5,0160	\$1,045,460	282	111,954
2000 Total						2,767,727	4,231	1,799,651		\$8,370,183	2,276	968,076

Tobacco Loan Inventory Split between the Associations and CCC

Asst	Type	Location	Year	Grade	Lbs/Unit	Total pounds	Asst Units	Asst Lbs	Assoc Unit Value	CCC Used	CCC Units	CCC lbs
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2001	B3GF	441	124,362	183	80,703	\$3,8300	\$309,092	99	43,659
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2001	B4F	441	919,485	1,355	597,555	\$4,6440	\$2,775,045	730	321,930
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2001	B4FR	441	458,199	675	297,675	\$4,7160	\$1,403,835	364	160,524
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2001	B4GR	441	20,727	31	13,671	\$3,8300	\$52,360	16	7,056
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2001	B5D	441	13,230	20	8,820	\$3,8300	\$33,781	10	4,410
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2001	C4M	419	158,801	246	103,074	\$4,3040	\$443,630	133	55,727
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2001	M4FR	419	83,381	129	54,051	\$3,9640	\$214,258	70	29,330
2001 Total												
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	B3GF	441	665,028	980	432,180	\$3,8040	\$1,644,013	528	232,848
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	B4F	441	1,735,335	2,558	1,128,078	\$4,0820	\$4,604,814	1,377	607,257
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	B4FR	441	1,404,144	2,070	912,870	\$4,1140	\$3,755,547	1,114	491,274
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	B4GR	441	180,810	267	117,747	\$3,8040	\$447,910	143	63,063
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	B4K	441	21,168	31	13,671	\$3,8660	\$52,852	17	7,497
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	B5D	441	10,584	16	7,056	\$3,8040	\$26,841	8	3,528
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	C3F	419	702,244	1,089	456,291	\$4,0100	\$1,829,727	587	245,953
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	C4F	419	3,087,192	4,789	2,006,591	\$4,0100	\$8,046,430	2,579	1,080,601
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	C4M	419	129,471	201	84,219	\$3,7620	\$316,832	108	45,252
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	C-STEMS	425	1,363,400	2,085	886,125	\$0,2120	\$187,859	1,123	477,275
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	M4FR	419	155,868	242	101,398	\$3,8660	\$392,005	130	54,470
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	M-STEMS	425	44,625	68	28,900	\$0,2120	\$6,127	37	15,725
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	X3F	397	631,230	1,034	410,498	\$4,0300	\$1,654,307	556	220,732
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	X4F	397	1,588,397	2,601	1,032,597	\$4,0300	\$4,161,366	1,400	555,800
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2002	X-STEMS	425	736,100	1,126	478,550	\$0,2120	\$101,453	606	257,550
2002 Total												
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	B3GF	441	226,674	19,157	8,096,771	\$3,5720	\$27,228,081	10,313	4,358,825
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	B4F	441	1,850,877	334	147,294	\$3,8320	\$526,134	180	79,380
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	B4FR	441	606,375	2,728	1,203,048	\$3,8320	\$4,610,080	1,469	647,829
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	B4GR	441	606,375	894	394,254	\$3,8520	\$1,518,666	481	212,121
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	B4K	441	44,100	65	28,665	\$3,5720	\$102,391	35	15,435
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	B5D	441	22,932	34	14,994	\$3,6280	\$54,398	18	7,938
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	C-STEMS	425	12,348	18	7,938	\$3,5720	\$28,355	10	4,410
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	C3F	419	888,150	1,359	577,575	\$0,2060	\$118,980	731	310,575
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	C4F	419	555,175	861	360,759	\$3,7600	\$1,356,454	464	194,416
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	C4M	419	2,147,375	3,331	1,395,689	\$3,7600	\$5,247,791	1,794	751,666
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	CAM	419	160,058	248	103,912	\$3,5360	\$367,433	134	56,146
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	C-STEMS	425	1,038,400	1,687	716,975	\$0,2060	\$147,697	909	321,425
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	M4FR	419	69,554	108	45,252	\$3,6280	\$164,174	58	24,302
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	M-STEMS	425	22,000	34	14,450	\$0,2060	\$2,977	18	7,550
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	X3F	397	353,330	579	229,863	\$3,7860	\$870,261	311	123,467
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	X4F	397	965,107	1,580	627,260	\$3,7860	\$2,374,806	851	337,847
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2003	X-STEMS	425	438,075	670	284,685	\$0,2060	\$56,645	361	153,380
2003 Total												
BTGCA	Burley, Type 31	HALL & COTTON, SPRINGFIELD, TN	1997	B3GF	441	9,400,530	14,530	6,152,613	\$3,8622	\$17,549,243	7,824	3,247,917
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	B3GF	441	119,070	176	77,616	\$3,8622	\$299,769	94	41,454
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	B4F	441	193,158	285	125,685	\$3,5720	\$448,947	153	67,473
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	B4GR	441	2,038,743	3,005	1,325,205	\$3,8320	\$5,078,186	1,618	713,538
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	B4K	441	36,162	53	23,373	\$3,5720	\$83,488	29	12,789
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	B5D	441	21,609	32	14,112	\$3,6280	\$51,198	17	7,497
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	C3F	419	20,727	31	13,671	\$3,5720	\$48,833	16	7,056
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	C3F	419	1,119,568	1,737	727,803	\$3,7600	\$2,736,539	935	391,765
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	C4F	419	1,653,793	2,566	1,075,154	\$3,7600	\$4,042,579	1,381	578,639
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	C4M	419	108,521	168	70,392	\$3,5360	\$248,966	91	38,129
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	C-STEMS	425	782,850	1,197	508,725	\$0,2060	\$104,797	645	274,125
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	M4FR	419	72,068	112	46,928	\$3,6280	\$170,255	60	25,140

Tobacco Loan Inventory Split between the Associations and CCC

Asn	Type	Location	Year	Grade	Lbs/Unit	Total pounds	Asn Units	Asn Lbs	Assoc Loan Value	NCU Used	CCC Units	CCC lbs
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	M-STEMS	425	14,875	23	9,775	\$0.2060	\$2,014	12	5,100
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	X3F	397	558,976	915	363,255	\$3.7860	\$1,375,283	493	195,721
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	X4F	397	821,393	1,345	533,965	\$3.7860	\$2,021,591	724	287,428
BTGCA	Burley, Type 31	J.P. TAYLOR COMPANY, HENDERSON, NC	2003	X-STEMS	425	389,725	596	253,300	\$0.2060	\$52,180	321	136,425
2003 Total						7,832,168	12,065	5,091,343		\$16,464,797	6,495	2,740,825
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1997	B3GF	441	1,493,667	2,202	971,082	\$3.7960	\$3,686,227	1,185	522,585
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1997	B4FR	441	837,018	1,234	544,194	\$4.8440	\$2,636,076	664	292,824
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1997	B4GR	441	373,527	551	242,991	\$2.9560	\$718,281	296	130,536
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1997	B4K	441	24,255	36	15,876	\$4.3100	\$68,426	19	8,379
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1997	B5D	441	258,426	381	168,021	\$4.1660	\$699,975	205	90,405
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1997	M4FR	419	108,521	168	70,392	\$4.3820	\$308,458	91	38,129
1997 Total						3,095,414	4,572	2,012,556		\$8,117,443	2,450	1,082,858
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1998	B3GF	441	571,536	842	371,322	\$3.5080	\$1,302,598	454	200,214
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1998	B4FR	441	1,415,610	2,087	920,367	\$4.5660	\$4,202,396	1,123	495,243
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1998	B4GR	441	875,385	1,290	568,890	\$2.7340	\$1,555,345	695	306,495
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1998	B4K	441	3,969	6	2,646	\$4.0220	\$10,642	3	1,323
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1998	B5D	441	178,605	263	115,983	\$3.8780	\$449,782	142	62,622
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	1998	M4FR	419	171,371	266	111,454	\$4.0940	\$456,293	143	59,917
1998 Total						3,216,476	4,754	2,090,662		\$7,977,056	2,560	1,125,814
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2000	B3GF	441	135,828	200	88,200	\$4.1840	\$369,029	108	47,628
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2000	B4GR	441	27,342	40	17,640	\$4.1840	\$73,806	22	9,702
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2000	M4FR	419	15,503	24	10,056	\$4.4820	\$45,071	13	5,447
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2000	S9-B4K	441	295,911	436	192,276	\$2.8720	\$552,217	235	103,635
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2000	S9-C4M	419	471,375	731	306,289	\$3.4640	\$1,060,985	394	165,086
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2000	S9-X4F	397	309,660	507	201,279	\$3.6180	\$728,227	273	108,381
2000 Total						1,255,619	1,938	815,740		\$2,829,335	1,045	439,879
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2001	B3GF	441	93,492	138	60,858	\$3.8300	\$233,086	74	32,634
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2001	B4FR	441	685,755	1,011	445,851	\$4.7160	\$2,102,633	544	239,904
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2001	B4GR	441	11,025	16	7,056	\$3.8300	\$27,024	9	3,969
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2001	B4K	441	25,137	37	16,317	\$3.9640	\$64,681	20	8,820
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2001	B5D	441	6,615	10	4,410	\$3.8300	\$16,890	5	2,205
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2001	C4M	419	60,755	94	39,386	\$4.3040	\$169,517	51	21,369
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2001	M4FR	419	31,006	48	20,112	\$3.9640	\$79,724	26	10,894
BTGCA	Burley, Type 31	STANDARD COMMERCIAL, SPRINGFIELD, KY	2001	X4F	397	162,770	267	105,999	\$4.5820	\$485,687	143	56,771
2001 Total						1,076,555	1,621	699,989		\$3,179,244	872	376,566
BTGCA	Burley, Type 31	STANDARD TOBACCO COMPANY, MAYSVILLE, KY	1994	B3GF	441	197,127	291	128,331	\$3.9700	\$509,474	156	68,796
1994 Total						197,127	291	128,331		\$509,474	156	68,796
Grand Total						65,966,786	100,130	42,923,033		\$153,883,994	53,908	23,043,753

Assn Loan Value = BTGCA's approved listis prices that was in effect on 10/24/2004!



BTGCA 4

United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

1400 Independence
Avenue, SW
Stop 0514
Washington, DC
20250-0514

Mr. Danny McKinney
Chief Executive Officer
Burley Tobacco Growers Cooperative
Association
P. O. Box 860
Lexington, KY 40587

Dear Mr. McKinney:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 2004 crop burley tobacco loan agreement executed by Burley Tobacco Growers Cooperative Association (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on July 1, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for burley tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on March 10, 2005, by the Association and CCC.

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

John M. Truluck
Contracting Officer

JUL 13 2005

BTGCA 5

Mr. Danny McKinney
Chief Executive Officer
Burley Tobacco Growers Cooperative
Association
P.O. Box 860
Lexington, Kentucky 40587

Dear Mr. McKinney:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

On July 6, 2005, your association received a letter from CCC releasing 20,403,192 pounds of Commodity Credit Corporation (CCC) owned inventory to Burley Tobacco Growers Cooperative Association (Association). After receiving a detail listing of the tobacco stem inventory we have revised the number of pounds released and attached a new spreadsheet on how to split the inventory. The only thing affected on the revised spreadsheet is the C & B-stems. The corrected pounds released to the association are 20,408,512 pounds. The effective date for the release of these pounds remains July 6, 2005.

A portion of the domestic NNC and 90% of the Importer No-Net-Cost funds as of February 28, 2005, was used to release 42,923,098 pounds of CCC inventory on March 24, 2005. CCC will use approximately \$60.3 million to release the above pounds to the association from the 2004 crop.

The Association is to use the enclosed spreadsheet to complete the transfer of CCC-owned inventory and produce a revised detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. The Association is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business July 20, 2005.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Director
Tobacco Division

Enclosure

Tobacco Loan Inventory Split between the Associations and CCC

Asst	Type	Location	Year	Grade	Total Units	Lb/Unit	Total Pounds	Asst Units	Asst Lb	Assoc Unit Value	NGC Used	CCC Units	CCC Lb
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B3GF	1,005	441	443,205	633	279,153	\$3,5720	\$997,135	372	164,052
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B3F	6,745	441	2,974,545	4,248	1,873,368	\$3,8520	\$7,216,214	2,497	1,101,177
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B4F	14,453	441	6,373,773	9,102	4,013,982	\$3,8320	\$15,381,579	5,351	2,359,791
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B4FR	12,056	441	5,316,696	7,592	3,348,072	\$3,8520	\$12,896,773	4,464	1,968,624
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B4GR	208	441	91,728	131	57,771	\$3,5720	\$206,358	77	33,957
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B5D	28	441	12,348	18	7,938	\$3,5720	\$28,355	10	4,410
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C3F	2,550	419	1,085,210	1,631	683,389	\$3,7600	\$2,569,543	959	401,821
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C4F	12,156	419	5,093,364	7,655	3,207,445	\$3,7600	\$12,059,993	4,501	1,885,919
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C4M	222	419	93,018	140	58,660	\$3,5360	\$207,422	82	34,358
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	X3F	3,270	397	1,298,190	2,059	817,423	\$3,7860	\$3,094,763	1,211	480,767
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	X4F	4,457	397	1,769,429	2,807	1,114,379	\$3,7860	\$4,219,039	1,650	655,050
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	M4FR	470	419	196,930	296	124,024	\$3,6280	\$449,959	174	72,906
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	X-STEMS	2,098	425	891,650	1,321	561,297	\$0,2060	\$115,627	777	330,353
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3,944	425	1,676,200	2,484	1,055,700	\$0,2060	\$217,474	1,460	620,500
A	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	286	286	1	286	\$0,2060	\$59		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	301	301	1	301	\$0,2060	\$62		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	304	304	1	304	\$0,2060	\$63		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	305	305	1	305	\$0,2060	\$63		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	306	918	2	612	\$0,2060	\$126	1	306
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	307	307	1	307	\$0,2060	\$63		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	308	308	1	308	\$0,2060	\$63		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	309	309	1	309	\$0,2060	\$64		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	4	310	1,240	3	930	\$0,2060	\$192	1	310
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	311	622	1	311	\$0,2060	\$64	1	311
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	312	624	1	312	\$0,2060	\$64	1	312
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	4	313	1,252	3	939	\$0,2060	\$193	1	313
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	314	628	1	314	\$0,2060	\$65	1	314
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	315	1,575	3	945	\$0,2060	\$195	2	630
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	316	948	2	632	\$0,2060	\$130	1	316
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	317	951	2	634	\$0,2060	\$131	1	317
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	318	636	1	318	\$0,2060	\$66	1	318
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	4	320	1,280	3	960	\$0,2060	\$198	1	320
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	321	1,605	3	963	\$0,2060	\$198	2	642
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	322	1,610	3	966	\$0,2060	\$199	2	644
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	9	323	2,907	6	1,938	\$0,2060	\$399	3	969
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	324	1,620	4	972	\$0,2060	\$200	2	648
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	325	1,950	4	1,300	\$0,2060	\$268	3	978
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	7	326	2,282	4	1,304	\$0,2060	\$269	3	978
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	327	1,635	3	981	\$0,2060	\$202	2	654
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	328	656	1	328	\$0,2060	\$68	1	328
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	10	329	3,290	6	1,974	\$0,2060	\$407	4	1,316
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	330	1,980	4	1,320	\$0,2060	\$272	2	660
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	331	1,655	3	993	\$0,2060	\$205	2	662
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	332	1,660	3	996	\$0,2060	\$205	2	664
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	9	333	2,997	6	1,998	\$0,2060	\$412	3	999
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	8	334	2,672	5	1,670	\$0,2060	\$344	3	1,002
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	335	1,005	2	670	\$0,2060	\$138	1	335
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	11	336	3,696	7	2,352	\$0,2060	\$485	4	1,344
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	8	337	2,696	5	1,685	\$0,2060	\$347	3	1,011
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	12	338	4,056	8	2,704	\$0,2060	\$557	4	1,352
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	339	2,034	4	1,356	\$0,2060	\$279	2	678
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	9	340	3,060	6	2,040	\$0,2060	\$420	3	1,020
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	341	2,046	4	1,364	\$0,2060	\$281	2	682
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	342	1,710	3	1,026	\$0,2060	\$211	2	684

Tobacco Loan Inventory Split between the Associations and CCC

Asn	Type	Location	Year	Grade	Total Units	Lighting	Total pounds	Asn Units	Asn Lbs	Assoc Unit Value	CCC Used	CCC Units	CCC lbs
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	7	343	2,401	4	1,372	\$0.2060	\$283	3	1,029
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	344	1,720	3	1,032	\$0.2060	\$213	2	688
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	345	1,035	2	690	\$0.2060	\$142	1	345
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	346	2,076	4	1,384	\$0.2060	\$285	2	692
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	347	2,082	4	1,388	\$0.2060	\$286	2	694
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	348	2,088	4	1,392	\$0.2060	\$287	2	696
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	349	1,745	3	1,047	\$0.2060	\$216	2	698
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	350	1,050	2	700	\$0.2060	\$144	1	350
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	5	351	1,755	3	1,053	\$0.2060	\$217	2	702
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	352	1,056	2	704	\$0.2060	\$145	2	706
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	353	2,118	4	1,412	\$0.2060	\$291	2	705
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	4	354	1,416	3	1,062	\$0.2060	\$219	1	354
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	6	355	2,130	4	1,420	\$0.2060	\$293	2	710
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	356	356	1	356	\$0.2060	\$73	1	357
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	357	714	1	357	\$0.2060	\$74	1	358
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	4	358	1,432	3	1,074	\$0.2060	\$221	1	358
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	359	1,077	2	718	\$0.2060	\$148	1	359
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	8	361	2,888	5	1,805	\$0.2060	\$372	3	1,083
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	363	726	1	363	\$0.2060	\$75	1	363
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	364	1,092	2	728	\$0.2060	\$150	1	364
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	365	730	1	365	\$0.2060	\$75	1	365
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	366	1,098	2	732	\$0.2060	\$151	1	366
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	367	367	1	367	\$0.2060	\$76	1	366
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	368	368	1	368	\$0.2060	\$76	1	366
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	369	369	1	369	\$0.2060	\$76	1	366
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	371	371	1	371	\$0.2060	\$76	1	366
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	3	373	1,119	2	746	\$0.2060	\$154	1	373
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	374	374	1	374	\$0.2060	\$77	1	373
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	1	375	375	1	375	\$0.2060	\$77	1	373
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	383	766	1	383	\$0.2060	\$79	1	383
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	2	425	766	1	383	\$0.2060	\$79	1	383
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	C-STEMS	8,772	425	3,728,100	5,524	2,347,700	\$0.2060	\$483,626	3,248	1,380,400
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	253	253	1	253	\$0.2060	\$52	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	257	257	1	257	\$0.2060	\$53	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	280	280	1	280	\$0.2060	\$58	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	282	282	1	282	\$0.2060	\$58	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	283	283	1	283	\$0.2060	\$59	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	284	284	1	284	\$0.2060	\$59	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	285	285	1	285	\$0.2060	\$59	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	286	572	1	286	\$0.2060	\$59	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	287	287	1	287	\$0.2060	\$59	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	292	292	1	292	\$0.2060	\$60	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	293	293	1	293	\$0.2060	\$60	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	294	294	1	294	\$0.2060	\$61	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	295	295	1	295	\$0.2060	\$61	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	296	296	1	296	\$0.2060	\$61	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	297	297	1	297	\$0.2060	\$61	1	286
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	18	300	5,400	11	3,300	\$0.2060	\$660	7	2,100
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	3	301	903	2	602	\$0.2060	\$124	1	301
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	302	604	1	302	\$0.2060	\$62	1	302
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	303	303	1	303	\$0.2060	\$62	1	304
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	304	608	1	304	\$0.2060	\$63	1	304
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	305	610	1	305	\$0.2060	\$63	1	305
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	306	612	1	306	\$0.2060	\$63	1	306
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	4	307	1,228	3	921	\$0.2060	\$190	1	307

Tobacco Loan Inventory Split between the Associations and CCC

Asst	Type	Location	Year	Grade	Total Lbs	Lbs Unit	Total pounds	Asst Lbs	Asst Lbs	Assoc Loan Value	CCC Used	CCC Lbs	CCC Lbs
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	308	616	1	308	\$0.2060		1	308
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	310	310	1	310	\$0.2060	\$63	1	308
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	311	622	1	311	\$0.2060	\$64	1	311
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	3	313	939	2	626	\$0.2060	\$129	2	313
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	6	314	1,884	4	1,256	\$0.2060	\$259	1	628
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	4	315	1,260	3	945	\$0.2060	\$195	2	315
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	6	316	1,896	4	1,264	\$0.2060	\$260	2	632
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	3	317	951	2	634	\$0.2060	\$131	1	317
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	6	318	1,908	4	1,272	\$0.2060	\$262	2	636
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	7	319	2,233	4	1,276	\$0.2060	\$263	3	957
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	13	320	4,160	8	2,560	\$0.2060	\$427	5	1,600
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	5	321	1,605	3	963	\$0.2060	\$198	2	642
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	9	322	2,898	6	1,932	\$0.2060	\$298	3	966
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	5	323	1,615	3	969	\$0.2060	\$200	2	646
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	14	324	4,536	9	2,916	\$0.2060	\$501	5	1,620
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	16	325	5,200	10	3,250	\$0.2060	\$670	6	1,950
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	10	326	3,260	6	1,956	\$0.2060	\$403	4	1,304
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	19	327	6,213	12	3,924	\$0.2060	\$808	7	2,289
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	10	328	3,280	6	1,968	\$0.2060	\$405	4	1,312
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	14	329	4,606	9	2,961	\$0.2060	\$510	5	1,645
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	16	330	5,280	10	3,300	\$0.2060	\$614	5	1,680
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	14	331	4,634	9	2,979	\$0.2060	\$580	5	1,655
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	14	332	4,648	9	2,988	\$0.2060	\$616	5	1,660
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	14	333	4,662	9	2,997	\$0.2060	\$617	5	1,665
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	22	334	7,348	14	4,676	\$0.2060	\$963	8	2,672
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	20	335	6,700	13	4,355	\$0.2060	\$897	6	2,016
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	15	336	5,040	9	3,024	\$0.2060	\$623	5	2,345
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	17	337	5,729	11	3,707	\$0.2060	\$784	6	2,022
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	14	338	4,732	9	3,042	\$0.2060	\$627	5	1,690
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	24	339	8,136	15	5,085	\$0.2060	\$911	9	3,051
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	21	340	7,140	13	4,420	\$0.2060	\$913	8	2,728
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	22	341	7,161	14	4,788	\$0.2060	\$989	8	2,744
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	22	342	7,524	14	4,802	\$0.2060	\$989	8	2,744
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	22	343	7,546	14	4,802	\$0.2060	\$989	8	2,744
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	12	344	4,128	8	2,752	\$0.2060	\$567	4	1,376
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	27	345	9,315	17	5,865	\$0.2060	\$1,208	10	3,450
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	10	346	3,460	6	2,076	\$0.2060	\$428	4	1,384
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	22	347	7,634	14	4,858	\$0.2060	\$932	7	2,436
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	20	348	6,960	13	4,524	\$0.2060	\$928	6	2,106
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	7	349	2,443	4	1,396	\$0.2060	\$753	3	1,047
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	15	350	5,950	9	3,850	\$0.2060	\$651	6	2,106
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	15	351	5,265	9	3,159	\$0.2060	\$651	6	2,106
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	25	352	8,800	16	5,632	\$0.2060	\$1,160	9	3,168
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	15	353	5,285	9	3,177	\$0.2060	\$654	6	2,118
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	16	354	5,664	10	3,540	\$0.2060	\$729	6	2,124
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	13	355	4,615	8	2,840	\$0.2060	\$585	5	1,775
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	14	356	3,560	6	2,136	\$0.2060	\$440	4	1,424
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	10	357	4,998	9	3,213	\$0.2060	\$662	5	1,785
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	18	358	6,444	11	3,938	\$0.2060	\$811	7	2,506
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	18	359	6,462	11	3,949	\$0.2060	\$813	7	2,513
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	10	360	3,600	6	2,160	\$0.2060	\$445	4	1,440
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	11	361	3,971	7	2,527	\$0.2060	\$521	4	1,444
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	11	362	3,982	7	2,534	\$0.2060	\$522	4	1,448
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	14	363	5,082	9	3,267	\$0.2060	\$673	5	1,815

Tobacco Loan Inventory Split between the Associations and CCC

Assoc	Type	Location	Year	Grade	Total Units	LB/Unit	Total pounds	Assoc Units	Assoc Lbs	Assoc Loan Value	CCC Used	CCC Units	CCC lbs
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	8	364	2,912	5	1,820	\$0.2060	\$375	3	1,092
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	7	365	2,555	4	1,460	\$0.2060	\$301	3	1,095
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	6	366	2,196	4	1,464	\$0.2060	\$302	2	732
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	3	367	1,101	2	734	\$0.2060	\$151	1	367
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	5	368	1,840	3	1,104	\$0.2060	\$227	2	736
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	4	369	1,476	3	1,107	\$0.2060	\$228	1	369
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	3	370	1,110	2	740	\$0.2060	\$152	1	370
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	5	371	1,855	3	1,113	\$0.2060	\$229	2	742
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	6	372	2,232	4	1,488	\$0.2060	\$307	2	744
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	4	373	1,492	3	1,119	\$0.2060	\$231	1	373
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	3	374	1,122	2	748	\$0.2060	\$154	1	374
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	375	375	1	375	\$0.2060	\$77		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	376	752	1	376	\$0.2060	\$77	1	376
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	378	378	1	378	\$0.2060	\$78		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	379	379	1	379	\$0.2060	\$78		
CA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	380	380	1	380	\$0.2060	\$78		
JA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	3	381	1,140	2	760	\$0.2060	\$157	1	380
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	381	381	1	381	\$0.2060	\$78		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	383	383	1	383	\$0.2060	\$79		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	384	384	1	384	\$0.2060	\$79		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	385	385	1	385	\$0.2060	\$79		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	2	386	772	1	386	\$0.2060	\$80	1	386
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	3	387	1,161	2	774	\$0.2060	\$159	1	387
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	395	395	1	395	\$0.2060	\$81		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	412	412	1	412	\$0.2060	\$85		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	415	415	1	415	\$0.2060	\$85		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B-STEMS	1	425	425			\$0.2060	\$85		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	M-STEMS	115		48,875	72	30,600	\$0.2060	\$6,304	43	18,275
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	B8S	1,933		579,900	1,933	579,900	\$0.2060	\$119,459		
BTGCA	Burley, Type 31	G F VAUGHAN TOBACCO COMPANY, LEXINGTON, KY	2004	Total	75,654		32,057,992	48,375	20,408,512		\$60,320,651	27,279	11,649,480

May NNC \$60,311,453
June Interest \$9,300
NNC Avail \$60,320,753

BTGCA 5

JUL - 5 2005

Mr. Danny McKinney
Chief Executive Officer
Burley Tobacco Growers Cooperative
Association
P.O. Box 860
Lexington, Kentucky 40587

Dear Mr. McKinney:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.


As of 12:00 noon July 6, 2005, CCC is releasing 20,403,192 pounds of Commodity Credit Corporation (CCC) owned inventory to Burley Tobacco Growers Cooperative Association (Association). Approximately 100% of the current remaining domestic No-Net-Cost funds will be used to release CCC-owned tobacco inventory to the Association. CCC has determined that the approved association list prices that were in effect when the ACT was enacted will be used to release CCC-owned inventory pounds. These list prices include carrying charges through February 28, 2005.

A portion of the domestic NNC and 90% of the Importer No-Net-Cost funds as of February 28, 2005, was used to release 42,923,098 pounds of CCC inventory on March 24, 2005. CCC will use approximately \$60.3 million to release the above pounds to the association from the 2004 crop.

The Association is to use the enclosed spreadsheet to complete the transfer of CCC-owned inventory and produce a detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. The Association is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business July 11, 2005.

Sincerely,

Misty Jones

 John M. Truluck
Director
Tobacco Division

Enclosure

Tobacco Loan Inventory Split between the Associations and CCC

Assoc	Loan #	Loan Description	Loan Type	Loan Amount	Loan Balance	Loan Interest	Loan Fees	Loan Total	Loan Status
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B3GF	1,005	441	443,205	633	279,163	\$3,5720
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B3F	6,745	441	2,974,545	4,248	1,873,368	\$3,8520
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B4F	14,453	441	6,373,773	9,102	4,013,982	\$3,8320
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B4FR	12,056	441	5,316,696	7,592	3,348,072	\$3,8520
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B4GR	208	441	91,728	131	57,771	\$3,5720
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B5D	28	441	12,340	18	7,838	\$3,5720
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 C3F	2,590	419	1,085,210	1,631	683,369	\$3,7600
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 C4F	12,156	419	5,093,364	7,655	3,207,445	\$3,7600
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 C4M	222	419	93,018	140	58,660	\$3,5360
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 X3F	3,270	397	1,298,190	2,059	817,423	\$3,7860
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 X4F	4,457	397	1,769,429	2,807	1,114,379	\$3,7860
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 M4FR	470	419	196,930	296	124,024	\$3,6280
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 X-STEMS	2,098	425	891,650	1,321	561,297	\$0,2060
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 C-STEMS	3,944	425	1,676,200	2,484	1,055,700	\$0,2060
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B-STEMS	292	337	98,510	184	62,076	\$0,2060
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B-STEMS	8,772	425	3,728,100	5,524	2,347,700	\$0,2060
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 B-STEMS	840	341	286,321	529	180,315	\$0,2060
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 M-STEMS	115	425	48,875	72	30,500	\$0,2060
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 BBS	1,933	300	579,900	1,933	579,900	\$0,2060
BTGCA	Burley, Type 31	OF VIRGINIAN TOBACCO COMPANY, LEXINGTON, KY	2004 Total	75,654		32,057,992	48,359	20,403,192	\$60,319,555

FC 1

ASSOCIATION SERVICE AGREEMENT

THIS AGREEMENT is between the COMMODITY CREDIT CORPORATION ("CCC"), Washington, D.C., a corporate agency of the United States within the U.S. Department of Agriculture, and Flue-Cured Tobacco Cooperative Stabilization Corporation ("Association"), and concerns only that 2002, 2003 and 2004 flue-cured crop tobacco which is, or will be, ceded to and owned by CCC and which is referred to below as "CCC-owned tobacco":

1. STORAGE AND HANDLING – For activities occurring after this Agreement is executed by the parties. CCC will pay monthly to the Association the following amounts for the following services with respect to CCC-owned tobacco:
 - (a) Storage – Warehouse expenses of the Association in connection with the tobacco computed at:

Storage per container per month:	\$0.60
Outage per container:	\$1.55
Weighing per container actually weighed in connection with outage:	\$1.79
 - (b) Other Expenses – CCC will pay other costs, to the extent agreed to by all parties.
2. REQUEST FOR PAYMENT – The amounts comprising the payment which CCC agrees to make to the Association under this Agreement shall be paid to the Association upon receipt by CCC of an acceptable written request therefor, signed by authorized officers or employees of the Association.
3. ASSOCIATION'S PROTECTION OF TOBACCO – The Association shall from time to time inspect the tobacco and shall take such customary action as may be necessary to keep it in good condition. The Association shall notify CCC immediately of any loss or destruction of, or damage to, CCC-owned tobacco. The Association shall have no obligation to insure the CCC-owned tobacco.
4. INSPECTION OF TOBACCO – The Association shall ensure that storage warehouses allow CCC and any prospective buyer to:

Inspect CCC-owned tobacco upon reasonable notice during the business hours of 9:00 AM – 5:00 PM during each day Monday through Friday.

5. PERSONNEL NOT TO BENEFIT – The Association shall not dispose of the CCC-owned tobacco in a manner that will result in a reward, financial benefit, profit, or payment to any director, officer, or employee of the Association and shall not dispose of the CCC-owned tobacco except in such manner as is approved by CCC.
6. CONTRACTS FOR SERVICES – The form of the contracts entered into between the Association and operators of storage warehouses and other persons handling the CCC-owned tobacco and the persons with whom such contracts may be entered into shall be subject to approval by CCC. When required by CCC, such contracts shall give CCC the right to audit the accounts and records of the contractors insofar as such records pertain to the CCC-owned tobacco. In addition, such contracts shall contain a provision satisfactory to CCC relating to termination, suspension or cancellation of such contracts by the Association upon written notice to the contracting party. The Association shall exercise any such rights relating to termination, suspension or cancellation if and when CCC so directs.
7. REPORTS – The Association shall furnish such other information and reports relating to the CCC-owned tobacco inventory as CCC may reasonably prescribe or request.
8. AUDITS – CCC may examine and audit the accounts and records of the Association, its agents, and its subsidiaries or affiliates which relate to the CCC-owned tobacco and may require the Association to make all storage bills and other records available at the main office of the Association at any time an audit is made.
9. TERMINATION – This Agreement shall stay in effect until terminated by CCC. CCC may terminate this Agreement by providing written notice to the Association of such action thirty (30) days prior to the effective date of such termination. CCC-owned tobacco shall be removed from Association's storages (or satisfactory arrangements made for continued storage) not later than the effective date of such termination. CCC shall remain responsible for storage costs and expenses until the CCC-owned tobacco is removed.
10. OFFICIALS NOT TO BENEFIT – No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share of this Agreement or to any benefit arising therefrom, but this paragraph shall not be construed to extend to benefits arising from this Agreement if accruing to a corporation nor to prevent any such member, delegate, or commissioner from obtaining any benefit hereunder in their capacity as a member of the Association.
11. EQUAL OPPORTUNITY CLAUSE – During the performance of this Agreement, unless exempt under rules, regulations and relevant orders of the Secretary of

Labor (41 CFR Chapter 60) issued pursuant to authority conferred by Executive order 11246 of September 24, 1965, as amended, hereinafter referred to as the "Executive Order," the Association agrees as follows:

- (a) The Association will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, marital status or national origin. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCC setting forth the provisions of this Equal Opportunity Clause.
- (b) The Association will, in all solicitations or advertisements for employees placed by or on behalf of the Association, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, disability, sex, marital status, or national origin.
- (c) The Association will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCC, advising the labor union or workers' representative of the Association's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Association will comply with all provisions of the Executive Order, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Association will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- (f) In the event of the Association's noncompliance with this Equal Opportunity Clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Association may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive order, by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Association will include the provisions of subparagraphs (a) through (g) of this paragraph in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Association will take such action with respect to any subcontractor or purchase order as CCC may direct as a means of enforcing such direction provision, including sanction for noncompliance; Provided, However, that, if the Association becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CCC, the Association may request the United States to enter into such litigation to protect the interests of the United States.

12. CERTIFICATION OF NONSEGREGATED FACILITIES – (The following provisions of this paragraph are applicable to contracts and subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in paragraph 13.)

By executing this Agreement, the Association certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Association agrees that a breach of this certification is a violation of paragraph 13 of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, disability, sex, marital status or national origin, because of habit, local custom or otherwise. The Association further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed

subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provision of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, (32 F.R. 7439, May 19, 1967) by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

13. EQUAL EMPLOYMENT OPPORTUNITY – REPRESENTATION – The Association has ☒ has not ☐ developed, and has ☒ has not ☐ on file, a written affirmative action compliance program pursuant to Chapter 60 of Title 41 of the Code of Federal Regulations, as amended; has ☒ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clause; has ☒ has not ☐ filed all required compliance reports; and will obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontractor awards (paragraph 13 contains the Equal Opportunity Clause). (The appropriate blank boxes must be checked. Every contractor subject to the Executive Order, having 50 or more employees or doing business of \$50,000 or more, is required to develop a written affirmative action compliance program. Compliance reports are required from every contractor subject to the Executive Order having 100 or more employees. The required form is Standards Form 100 (Revised), Equal Employment Opportunity – Employer Information Report EEO-1).
14. DISCLOSURE OF LOBBYING ACTIVITIES – The Department of Interior and Related Agency's Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352), enacted October 23, 1989, requires that applicants for and recipients of: 1) a Federal loan exceeding \$150,000; or 2) a Federal contract, grant, or cooperative agreement payment exceeding \$100,000, must file with the disbursing office:
- (a) Form CCC-674, Certification for Contracts, Grants, Loans and Cooperative Agreements, if they have not or will not use monies received for lobbying purposes.

- (b) Standard Form LLL, Disclosure of Lobbying Activities, if they have or will use monies received for lobbying purposes.

The Association will comply with 31 U.S.C. 1352 and will include the provisions of 31 U.S.C. 1352 in every contract with processors and storage warehouses. Failure to file either form when required may result in a civil penalty.

The Association and their subcontractors are to submit, as applicable, the certification or disclosure of lobbying activity forms to:

U.S. Department of Agriculture
Farm Service Agency
Advisory and Corporate Operations Staff
STOP 0571
1400 Independence Ave. SW
Washington, D.C. 20250-057

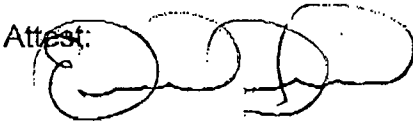
15. USDA HOTLINE POSTER – The Association and its subcontractors will display in a conspicuous place for public notice, a USDA Hotline Poster asking individuals to report criminal activity, conflicts of interest, bribery, fraud, and the procedure for reporting infractions to the USDA.
16. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation under this Agreement may be liable to criminal prosecution under 18 U.S.C. 1001, 15 U.S.C. 714m(a), and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 14th
day of March, 2005.

ASSOCIATION

FLUE-CURED TOBACCO COOPERATIVE
STABILIZATION CORPORATION

Attest:



BY



TITLE

Acting General Manager

COMMODITY CREDIT CORPORATION

Attest:

Executive Vice President, CCC

BY

(Contracting Officer)

FC 2

MAR 17 2005

Mr. Lioniel Edwards
General Manager
Flue-Cured Tobacco Cooperative
Stabilization Corporation
P. O. Box 12300
Raleigh, NC 27605

Dear Mr. Edwards:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 2002, 2003 and 2004 crop flue-cured tobacco loan agreements executed by Flue-Cured Tobacco Cooperative Stabilization Corporation (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on March 21, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for flue-cured tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on March 10, 2005, by the Association and CCC.

Mr. Lioniel Edwards
Page 2

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Contract Officer

CC: Central Files, Stop 0514 TD Reader, Stop 0514 ✓
FSA/TD/Misty-wl/03-14-05/lb/3-21-05/720-3996/TLP/TD-62
Filename: TOB/DATA/05YEAR/BSC/Finch loan stock disposal

FC 3 FC 3

Mr. Arnold Hamm
Acting General Manager
Flue-Cured Tobacco Cooperative
Stabilization Corporation
P. O. Box 12300
Raleigh, North Carolina 27605

Dear Mr. Hamm:


Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

As of 12:00 noon March 24, 2005, CCC is releasing 83,558,640⁶⁷⁶ pounds of Commodity Credit Corporation (CCC) owned inventory to Flue-Cured Tobacco Cooperative Stabilization Corporation (Stabilization). Approximately 100% of the domestic No-Net-Cost funds and 90% of the Importer No-Net-Cost funds (\$202,689,734) are being used to release CCC-owned tobacco inventory to Stabilization. CCC has determined that the approved association list prices that were in effect when the ACT was enacted will be used to release CCC-owned inventory pounds. Except for the 2004 crop, these list prices include carrying charges through February 28, 2005.

Stabilization is to use the attached spreadsheet to complete the transfer of CCC-owned inventory and produce a detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. Stabilization is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business March 31, 2005.

Sincerely,

Misty Jones

 John M. Truluck
Director
Tobacco Division

Enclosure

Tobacco Loan Inventory Split between the Associations and CCC

Asn	Type	Location	Year	Grade	Total Units	Lbs/Unit	Total Pounds	Asn Units	Asso Lbs	Assoc Loan Value	CCC Used	CCC Units	CCC Lbs
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B3K	2,731	440	1,201,640	1,393	612,920	\$3,5865	\$2,198,238	1,338	588,720
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B3KF	7,374	440	3,244,560	3,761	1,654,840	\$3,3295	\$5,509,790	3,613	1,589,720
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B3KM	3,520	440	1,548,800	1,795	789,800	\$3,4695	\$2,740,211	1,725	759,000
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4F	665	440	292,600	337	148,280	\$3,6165	\$536,255	328	144,320
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4GK	415	440	182,600	210	92,400	\$2,2115	\$204,343	205	90,200
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4K	6,466	440	2,845,040	3,298	1,451,120	\$3,5165	\$5,102,863	3,168	1,393,920
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4KF	5,352	440	2,354,880	2,730	1,201,200	\$3,2525	\$3,906,903	2,622	1,153,680
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4KM	5,739	440	2,525,160	2,910	1,280,400	\$3,4195	\$4,378,328	2,829	1,244,760
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B5K	1,590	440	699,600	811	356,840	\$3,3895	\$1,209,509	779	342,760
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B5KF	1,354	440	595,760	686	301,840	\$3,1925	\$663,624	668	293,920
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B5KV	212	440	93,280	107	47,080	\$2,1915	\$103,176	105	46,200
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B6KF	297	440	130,680	151	66,440	\$2,1615	\$143,610	146	64,240
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	CAF	333	440	146,520	169	74,360	\$3,4695	\$257,992	164	72,160
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	CAKF	2,172	440	955,680	1,101	484,440	\$3,1110	\$1,507,093	1,071	471,240
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	CAKM	1,964	440	864,160	996	438,240	\$3,1925	\$1,399,081	968	425,920
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	CAL	2	440	880	1	440	\$3,4695	\$1,527	1	440
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	N1BO	148	440	65,120	75	33,000	\$2,1215	\$72,980	73	32,120
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	PAF	447	440	196,680	227	99,880	\$3,0210	\$301,737	220	96,800
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	X3F	1,224	440	538,560	621	273,240	\$3,3080	\$903,878	603	265,320
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	X4F	1,950	440	858,000	989	435,160	\$3,2525	\$1,415,358	961	422,840
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	X4KF	2,060	440	906,402	1,044	459,360	\$2,5455	\$1,169,301	1,016	447,042
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	X4KM	1,133	440	498,520	574	252,560	\$3,0055	\$759,069	559	245,960
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	B3K	1,150	440	506,000	583	256,520	\$3,4500	\$884,994	567	249,480
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	B3KF	2,460	440	1,082,400	1,247	548,680	\$3,2000	\$1,755,776	1,213	533,720
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	B3KM	827	440	363,880	419	184,360	\$3,3400	\$615,762	408	179,520
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	B4K	4,791	440	2,108,040	2,429	1,068,760	\$3,3800	\$3,612,409	2,362	1,039,280
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	B4KF	3,848	440	1,693,120	1,951	858,440	\$3,1300	\$2,686,917	1,897	834,680
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	B4KM	1,865	440	820,600	946	416,240	\$3,2900	\$1,369,430	919	404,360
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	B5K	1,261	440	554,840	639	281,160	\$3,2600	\$916,582	622	273,680
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	B5KF	854	440	375,760	433	190,520	\$3,0700	\$584,896	421	185,240
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	CAKF	2,025	440	891,000	1,027	451,880	\$2,9900	\$1,351,121	998	439,120
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	CAKM	1,761	440	774,840	893	392,920	\$3,0700	\$1,206,264	868	381,920
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	PAF	1,497	440	658,680	759	333,960	\$2,9000	\$968,484	738	324,720
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	T8FS	654	300	196,200	332	99,600	\$0,4100	\$40,836	322	96,600
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	X3F	1,910	440	840,400	968	425,920	\$3,1800	\$1,354,426	942	414,480
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	X4F	3,925	440	1,727,000	1,990	875,600	\$3,1300	\$2,740,628	1,935	851,400
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	X4KF	435	440	191,400	221	97,240	\$2,4400	\$237,266	214	94,160
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2004	X4KM	905	440	398,200	459	201,960	\$2,8900	\$553,664	446	196,240
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2002	B3KF	95	440	41,800	95	41,800	\$2,2217	\$82,867		
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2002	B4F	6	440	2,640	6	2,640	\$2,6577	\$7,016		
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2002	B5K	1,153	440	507,320	585	257,400	\$1,8426	\$474,285	568	249,920
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B3KF	997	440	438,680	505	222,200	\$3,5865	\$796,920	492	216,480
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B3KF	3,234	440	1,422,960	1,640	721,600	\$3,3295	\$2,402,567	1,594	701,360
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B3KM	196	440	86,240	99	43,560	\$3,4695	\$151,131	97	42,680
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4F	520	440	228,800	264	116,160	\$3,6165	\$420,093	256	112,640
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4GK	126	440	55,440	64	28,160	\$2,2115	\$62,276	62	27,280
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4K	1,738	440	764,720	881	387,640	\$3,5165	\$1,353,136	857	377,080
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4KF	3,575	440	1,573,000	1,813	797,720	\$3,2525	\$2,564,584	1,762	775,280
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B4KM	499	440	219,560	253	111,320	\$3,4195	\$380,659	246	108,240
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B5K	333	440	146,520	169	74,360	\$3,3895	\$252,043	164	72,160
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B5KF	1,809	440	795,960	917	403,480	\$3,1925	\$1,288,110	892	392,480
FC2SC	Flue Cured, Types 11-14	DMON, KINSTON, NC, STORAGE # 2400	2003	B6KF	494	440	217,360	250	110,000	\$2,1615	\$237,765	244	107,360

Tobacco Loan Inventory Split between the Associations and CCC

ASST	Type	Location	Year	Grade	Total Units	Lbs/Unit	Total pounds	Assoc Units	ASST Lbs	Assoc Loan Value	CCC Used	CCC Units	CCC Lbs
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2003	C4F	426	440	187,440	216	95,040	\$3,4695	\$329,741	210	92,400
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2003	C4KF	490	440	215,600	248	109,120	\$3,1110	\$339,472	242	106,480
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2003	C4KM	242	440	106,480	123	54,120	\$3,1925	\$172,778	119	52,360
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2003	C4L	169	440	74,360	86	37,840	\$3,4695	\$131,286	83	36,520
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2003	C4F	143	440	62,920	73	32,120	\$3,0210	\$97,035	70	30,800
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2003	X3F	1,156	440	508,200	586	257,840	\$3,3080	\$852,935	570	250,360
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2003	X4F	1,175	440	517,000	596	262,240	\$3,2525	\$852,936	579	254,760
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2003	X4KF	499	440	219,560	253	111,320	\$2,5455	\$283,365	246	108,240
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B3K	4,300	440	1,892,000	2,180	959,200	\$3,4500	\$3,309,240	2,120	932,800
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B3KF	3,703	440	1,629,320	1,877	825,880	\$3,2000	\$2,642,816	1,826	803,440
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B3KM	1,081	440	475,640	548	241,120	\$3,3400	\$805,341	533	234,520
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B4F	1,949	440	857,560	988	434,720	\$3,4800	\$1,512,826	961	422,840
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B4K	6,616	440	2,911,040	3,354	1,475,760	\$3,3800	\$4,988,069	3,262	1,435,280
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B4KF	4,615	440	2,030,600	2,340	1,029,600	\$3,1300	\$3,222,648	2,275	1,001,000
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B4KM	2,422	440	1,065,680	1,228	540,320	\$3,2900	\$1,777,653	1,194	525,360
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B4L	1,819	440	800,360	922	405,680	\$3,2600	\$1,322,517	897	394,680
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B5K	1,925	440	847,000	976	429,440	\$3,0700	\$1,318,381	949	417,560
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B5KF	331	440	145,640	168	73,920	\$2,1000	\$155,232	163	71,720
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B5KM	606	440	266,640	307	135,080	\$2,0700	\$279,616	299	131,560
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	C4F	1,203	440	529,320	610	268,400	\$3,3400	\$896,456	593	260,920
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	C4KF	1,741	440	766,040	883	388,520	\$2,9900	\$1,161,675	858	377,520
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	C4KM	1,721	440	757,240	873	384,120	\$3,0700	\$1,179,248	848	373,120
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	C4L	280	440	123,200	142	62,480	\$3,3400	\$208,683	138	60,720
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	N1BO	129	440	56,760	65	28,600	\$2,1200	\$60,632	64	28,160
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	P1S	6,000	170	1,020,000	3,042	517,140	\$0,4200	\$217,199	2,958	502,860
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	P4F	424	440	186,560	215	94,600	\$2,9000	\$274,340	209	91,960
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	T8FS	1,782	300	534,600	903	270,900	\$0,4100	\$111,069	879	263,700
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X3F	4,132	440	1,818,080	2,095	921,800	\$3,1800	\$2,931,324	2,037	896,280
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X4F	4,246	440	1,868,240	2,153	947,320	\$3,1300	\$2,965,112	2,093	920,920
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X4KF	1,513	440	665,720	767	337,480	\$2,4400	\$823,451	746	328,240
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X4KM	966	440	425,040	490	215,600	\$2,8900	\$623,084	476	209,440
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X5F	320	440	140,800	162	71,280	\$2,4400	\$173,923	158	69,520
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B3K	12	440	5,280	6	2,640	\$3,4500	\$9,108	6	2,640
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B3KF	122	440	53,680	62	27,280	\$3,2000	\$87,296	60	26,400
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B3KM	401	440	176,440	203	89,320	\$3,3400	\$298,329	198	87,120
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B4K	29	440	12,760	15	6,600	\$3,3800	\$22,308	14	6,160
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B4KF	230	440	101,200	117	51,480	\$3,1300	\$161,132	113	49,720
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B4KM	455	440	200,200	231	101,640	\$3,2900	\$334,396	224	98,560
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B5K	23	440	10,120	12	5,280	\$3,2600	\$17,213	11	4,840
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B5KF	8	440	3,520	4	1,760	\$3,0700	\$5,403	4	1,760
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B6KV	192	440	84,480	97	42,680	\$2,1000	\$89,628	95	41,800
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	B6KF	544	440	239,360	276	121,440	\$2,0700	\$251,381	268	117,920
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	C4KF	123	440	54,120	62	27,280	\$2,9900	\$81,567	61	26,840
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	C4KM	145	440	63,800	74	32,560	\$3,0700	\$99,959	71	31,240
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	T8FS	588	440	258,720	298	131,120	\$2,9000	\$380,248	290	127,600
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X3F	250	300	75,000	127	38,100	\$0,4100	\$15,621	123	36,900
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X4F	140	440	61,600	71	31,240	\$3,1800	\$99,343	69	30,360
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X4KF	179	440	78,760	91	40,040	\$3,1300	\$125,325	88	38,720
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X4KM	245	440	107,800	124	54,560	\$2,4400	\$133,126	121	53,240
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X4L	810	440	356,400	411	180,840	\$2,8900	\$522,628	399	175,560
FCTCSC	Flue Cured, Types 11-14	DMON, Danville, VA, STORAGE # 1100	2004	X4KV	210	440	92,400	106	46,640	\$2,8900	\$134,790	104	45,760
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 800	2003	B1S	5,829	480	2,797,920	2,955	1,418,400	\$0,4565	\$647,500	2,874	1,379,520

Tobacco Loan Inventory Split between the Associations and CCC

ASST	Type	Location	Year	Grade	Total Units	Lbs/Unit	Total pounds	Assoc. Units	Assoc. Lbs	Assoc. Loan Value	CCC Used	CCC Units	CCC Lbs
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2003	B2S	3,863	480	1,854,240	1,959	940,320	\$0.3865	\$363,434	1,904	913,920
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2003	X1S	1,186	480	569,280	601	288,480	\$0.4565	\$131,691	565	280,800
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2003	X2S	665	480	319,200	337	161,760	\$0.3865	\$62,520	328	157,440
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B1S	9,195	480	4,413,600	4,662	2,237,760	\$0.4265	\$939,859	4,533	2,175,840
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B2S	4,199	480	2,015,520	2,129	1,021,920	\$0.3500	\$357,672	2,070	993,600
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B3K	458	440	201,520	232	102,080	\$3.4500	\$352,176	226	99,440
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B3KF	609	440	267,960	309	135,960	\$3.2000	\$492,316	306	132,000
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B3KM	661	440	290,840	335	147,400	\$3.3400	\$492,316	326	143,440
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B4K	234	440	102,960	119	52,360	\$2.1200	\$111,003	115	50,600
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B4KF	3,258	440	1,433,520	1,652	726,880	\$3.3800	\$2,456,854	1,606	706,640
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B4KM	1,414	440	622,160	717	315,480	\$3.1300	\$987,452	697	306,620
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B5K	857	440	377,080	434	190,960	\$3.2900	\$623,258	423	186,120
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	B5KF	778	440	342,320	394	173,360	\$3.2600	\$623,964	384	168,960
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	C4KF	256	440	112,640	130	57,200	\$3.0700	\$532,215	126	55,440
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	C4KM	902	440	396,880	457	201,080	\$2.9900	\$171,028	126	55,440
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	N1BO	319	440	140,270	162	71,280	\$2.1200	\$617,316	157	68,980
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	P4F	186	440	81,840	94	41,360	\$2.9000	\$151,114	92	40,480
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	T8FS	598	300	179,400	303	90,900	\$0.4100	\$37,269	295	88,500
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	X1S	2,864	480	1,374,720	1,452	696,960	\$0.4200	\$292,723	1,412	677,760
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	X2S	1,332	480	639,360	675	324,000	\$0.3500	\$113,400	657	315,360
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	X3F	761	440	334,840	386	169,840	\$3.1800	\$540,091	375	165,000
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	X4F	292	440	128,480	148	65,120	\$3.1300	\$203,826	144	63,360
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	X4KF	525	440	231,000	266	117,040	\$2.4400	\$285,578	259	113,960
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	X4KM	304	440	133,760	154	67,760	\$2.8900	\$195,826	150	66,000
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 600	2004	X4KV	271	440	119,240	137	60,280	\$2.8900	\$174,200	134	58,960
FCTCSC	Flue Cured, Types 11-14	SOUTHERN STORAGE, WILSON, NC, STORAGE # 200	2001	B3K	686	440	301,840	686	301,840	\$2.6085	\$787,350		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	B3KF	205	440	90,200	205	90,200	\$2.2217	\$200,397		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	B3KM	886	440	389,840	886	389,840	\$2.3092	\$900,219		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	B4F	598	440	263,120	598	263,120	\$2.6576	\$699,268		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	B4K	1,557	440	685,080	1,557	685,080	\$2.3199	\$1,559,317		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	B4KM	275	440	121,000	275	121,000	\$2.2627	\$273,787		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	B4KV	37	440	16,280	37	16,280	\$1.6045	\$26,121		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	C4GK	3	440	1,320	3	1,320	\$1.4915	\$1,969		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	X3F	1,044	440	459,360	1,044	459,360	\$2.2038	\$1,012,338		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	X4F	411	440	180,840	411	180,840	\$2.0267	\$366,508		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	X4KF	538	440	236,720	538	236,720	\$1.4580	\$345,138		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2001	B1S	81	480	38,880	81	38,880	\$0.4355	\$16,932		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B2S	42	480	20,160	42	20,160	\$0.3698	\$7,455		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B3K	309	440	135,960	309	135,960	\$2.6085	\$354,652		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B3KF	1,559	440	685,960	1,559	685,960	\$2.2216	\$1,523,929		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B3KM	1,334	440	586,960	1,334	586,960	\$2.3129	\$1,357,580		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B4K	829	440	364,760	420	184,800	\$2.3249	\$429,642		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B4KF	4,845	440	2,131,800	2,456	1,080,640	\$2.1807	\$2,356,552	409	179,960
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B4KM	606	440	266,640	606	266,640	\$2.2627	\$603,326	2,389	1,051,160
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B4KV	96	440	42,240	96	42,240	\$1.3254	\$55,985		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B5K	236	440	103,840	236	103,840	\$1.9775	\$205,344		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	B5KF	15,795	440	6,950,148	8,324	3,662,560	\$1.8426	\$6,748,633	7,471	3,287,588
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	C4GK	6	440	2,640	6	2,640	\$1.6545	\$4,368		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	C4KF	30	440	13,200	30	13,200	\$1.8285	\$24,136		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	P4F	43	440	18,920	43	18,920	\$1.2585	\$23,811		
FCTCSC	Flue Cured, Types 11-14	TBACCO GROWERS SERVICE, FLOUJAY VARINA, NC STORAGE # 200	2002	X3F	384	440	168,996	384	168,996	\$2.2037	\$372,416		

Tobacco Loan Inventory Split between the Associations and CCC

Assn.	Type	Location	Year	Grade	Total Units	Lbs/Unit	Total pounds	Assn Units	Assn Lbs	Assoc loan Value	NGC Used	CCC Units	CCC lbs
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2002	X4F	2,273	440	1,000,120	1,818	799,920	\$2,0283	\$1,622,478	455	200,200
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2002	X4KF	6,107	440	2,687,080	6,107	2,687,080	\$1,4590	\$3,920,450		
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2002	X4KV	122	440	53,680	122	53,680	\$1,6145	\$86,666	3,004	1,441,920
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B1S	6,094	480	2,925,120	3,090	1,483,200	\$0,4565	\$677,081	2,331	1,118,880
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B2S	4,729	480	2,269,920	2,398	1,151,040	\$0,3865	\$444,877		
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B3D	224	440	98,560	114	50,160	\$3,5265	\$176,889	110	48,400
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B3K	726	440	319,440	368	161,920	\$3,5865	\$580,726	358	157,520
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B3KF	1,427	440	627,880	723	318,120	\$3,3295	\$1,059,181	704	309,760
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B3KM	3,301	440	1,452,440	1,674	736,560	\$3,4695	\$2,555,495	1,627	715,880
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B4D	1,267	440	557,480	642	282,480	\$3,4595	\$977,240	625	275,000
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B4DK	3,975	440	1,749,000	2,015	886,600	\$3,1925	\$2,830,471	1,960	862,400
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B4F	385	440	169,400	195	85,800	\$3,6165	\$310,296	190	83,600
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B4K	3,194	440	1,405,360	1,619	712,360	\$3,5165	\$2,505,014	1,575	693,000
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B4KF	2,602	440	1,144,880	1,319	580,360	\$3,2525	\$1,887,621	1,283	564,520
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B4KM	774	440	340,560	392	172,480	\$3,4195	\$589,795	382	168,080
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B6DK	3,584	440	1,576,960	1,817	799,480	\$2,1000	\$1,678,908	1,767	777,480
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	B6DK	127	440	55,880	64	28,160	\$3,0410	\$85,635	63	27,720
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	C4DK	229	440	100,760	116	51,040	\$3,4695	\$177,083	113	49,720
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	C4F	264	440	112,160	1,300	572,000	\$3,1110	\$1,779,492	1,264	556,160
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	C4KF	969	440	426,360	491	216,040	\$3,1925	\$689,708	478	210,320
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	C4KM	254	440	111,760	129	56,760	\$3,4695	\$196,929	125	55,000
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	C4L	1,972	440	867,680	1,000	440,000	\$3,0210	\$1,329,240	972	427,680
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	P4F	1,406	480	674,880	741	355,680	\$0,4565	\$162,368	665	319,200
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	X1S	1,813	480	870,240	955	458,400	\$0,3865	\$177,172	858	411,840
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	X2S	2,389	440	1,051,160	1,211	532,840	\$3,3080	\$1,762,635	1,178	518,320
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	X3F	102	440	44,880	52	22,880	\$3,1925	\$73,044	50	22,000
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	X4D	394	440	173,360	200	88,000	\$2,4285	\$213,708	194	85,360
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	X4F	3,291	440	1,448,040	1,669	734,360	\$3,2525	\$2,388,506	1,622	713,680
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	X4KF	530	440	233,200	424	186,560	\$2,5455	\$474,888	106	46,640
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2003	X4KM	1,044	440	459,360	529	232,760	\$3,0055	\$699,560	515	226,600
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B1S	7,042	480	3,380,160	2,476	1,173,600	\$0,4200	\$719,712	3,472	1,666,560
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B2S	4,884	480	2,344,320	3,570	1,188,480	\$0,3500	\$415,840	2,408	1,155,840
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B3K	467	440	205,480	237	104,280	\$3,4500	\$359,766	230	101,200
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B3KF	2,507	440	1,103,080	1,271	559,240	\$3,2000	\$1,789,568	1,236	543,840
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B3KM	2,429	440	1,068,760	1,232	542,080	\$3,3400	\$1,810,547	1,197	526,680
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B4D	148	440	65,120	75	33,000	\$3,3300	\$109,890	73	32,120
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B4DK	655	440	288,200	332	146,080	\$3,0700	\$448,466	323	142,120
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B4F	96	440	42,240	49	21,560	\$3,4800	\$75,029	47	20,680
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B4K	7,007	440	3,083,080	3,553	1,563,320	\$3,3800	\$5,284,022	3,454	1,519,760
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B4KF	4,954	440	2,179,760	2,512	1,105,280	\$3,1300	\$3,459,526	2,442	1,074,480
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B4KM	2,430	440	1,069,200	1,232	542,080	\$3,2900	\$1,783,443	1,198	527,120
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B5K	1,156	440	508,640	586	257,840	\$3,2600	\$840,558	570	250,800
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	B5KF	1,192	440	524,480	604	265,760	\$3,0700	\$815,883	588	258,720
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	CAF	528	440	232,320	268	117,920	\$3,3400	\$393,853	260	114,400
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	CAKF	2,382	440	1,048,080	1,208	531,920	\$2,9900	\$1,559,245	1,174	516,560
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	C4KM	3,044	440	1,339,360	1,543	678,920	\$3,0700	\$2,084,284	1,501	660,440
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	C4KF	1,837	440	808,280	482	409,640	\$2,9000	\$1,187,956	906	398,640
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	T8FS	951	300	285,300	482	144,600	\$0,4100	\$59,286	469	140,700
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	X1S	6,117	480	2,936,160	3,101	1,488,480	\$0,4200	\$625,162	3,016	1,447,680
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	X2S	3,000	480	1,440,000	1,521	730,080	\$0,3500	\$255,528	1,479	709,920
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	X3F	3,477	440	1,529,880	1,763	775,720	\$3,1800	\$2,466,790	1,714	754,160
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FLUDJAY VARNIA, NC STORAGE # 2400	2004	X4F	5,033	440	2,214,520	2,552	1,122,880	\$3,1300	\$3,514,614	2,481	1,091,640

Tobacco Loan Inventory Split between the Associations and CCC

Assn	Type	Location	Year	Grade	Total Units	Lbs/Unit	Total Pounds	Assn Units	Assn Lbs	Assoc Loan Value	Net Used	CCC Units	CCC Lbs
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FIDUJAY VARNIA, NC STORAGE # 2000	2004	X4KF	2,460	440	1,082,400	1,247	548,680	\$2,4400	\$1,338,779	1,213	533,720
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FIDUJAY VARNIA, NC STORAGE # 2000	2004	X4KM	2,238	440	984,720	1,135	499,400	\$2,8900	\$1,443,266	1,103	485,320
FCTCSC	Flue Cured, Types 11-14	TOBACCO GROWERS SERVICE, FIDUJAY VARNIA, NC STORAGE # 2000	2004	X4KV	446	440	196,240	226	99,440	\$2,8900	\$287,382	220	96,800
FCTCSC Total					354,378		156,286,916	189,479	83,558,676	\$2,4257	\$202,689,813	164,899	72,728,240
Grand Total					354,378		156,286,916	189,479	83,558,676	\$2,4257	\$202,689,813	164,899	72,728,240

ASSN LOAN VALUE = Approved List prices in effect 10/24/05

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WDTGA 1

ASSOCIATION SERVICE AGREEMENT

THIS AGREEMENT is between the COMMODITY CREDIT CORPORATION ("CCC"), Washington, D.C., a corporate agency of the United States within the U.S. Department of Agriculture, and Western Dark-Fired Tobacco Growers Association ("Association"), and concerns only that 2000 and 2001 Dark Fired Type 23 crop tobacco which is, or will be, ceded to and owned by CCC and which is referred to below as "CCC-owned tobacco":

1. STORAGE AND HANDLING – For activities occurring after this Agreement is executed by the parties. CCC will pay monthly to the Association the following amounts for the following services with respect to CCC-owned tobacco:
 - (a) Storage – Warehouse expenses of the Association in connection with the tobacco computed at:

Storage per container per month:	\$0.55
Outage per container:	\$1.75
Weighing per container actually weighed in connection with outage:	\$2.40
 - (b) Other Expenses – CCC will pay other costs, to the extent agreed to by all parties.
2. REQUEST FOR PAYMENT – The amounts comprising the payment which CCC agrees to make to the Association under this Agreement shall be paid to the Association upon receipt by CCC of an acceptable written request therefor, signed by authorized officers or employees of the Association.
3. ASSOCIATION'S PROTECTION OF TOBACCO – The Association shall from time to time inspect the tobacco and shall take such customary action as may be necessary to keep it in good condition. The Association shall notify CCC immediately of any loss or destruction of, or damage to, CCC-owned tobacco. The Association shall have no obligation to insure the CCC-owned tobacco.
4. INSPECTION OF TOBACCO – The Association shall ensure that storage warehouses allow CCC and any prospective buyer to:

Inspect CCC-owned tobacco upon reasonable notice during the business hours of 9:00 AM – 5:00 PM during each day Monday through Friday.

5. PERSONNEL NOT TO BENEFIT – The Association shall not dispose of the CCC-owned tobacco in a manner that will result in a reward, financial benefit, profit, or payment to any director, officer, or employee of the Association and shall not dispose of the CCC-owned tobacco except in such manner as is approved by CCC.
6. CONTRACTS FOR SERVICES – The form of the contracts entered into between the Association and operators of storage warehouses and other persons handling the CCC-owned tobacco and the persons with whom such contracts may be entered into shall be subject to approval by CCC. When required by CCC, such contracts shall give CCC the right to audit the accounts and records of the contractors insofar as such records pertain to the CCC-owned tobacco. In addition, such contracts shall contain a provision satisfactory to CCC relating to termination, suspension or cancellation of such contracts by the Association upon written notice to the contracting party. The Association shall exercise any such rights relating to termination, suspension or cancellation if and when CCC so directs.
7. REPORTS – The Association shall furnish such other information and reports relating to the CCC-owned tobacco inventory as CCC may reasonably prescribe or request.
8. AUDITS – CCC may examine and audit the accounts and records of the Association, its agents, and its subsidiaries or affiliates which relate to the CCC-owned tobacco and may require the Association to make all storage bills and other records available at the main office of the Association at any time an audit is made.
9. TERMINATION – This Agreement shall stay in effect until terminated by CCC. CCC may terminate this Agreement by providing written notice to the Association of such action thirty (30) days prior to the effective date of such termination. CCC-owned tobacco shall be removed from Association's storages (or satisfactory arrangements made for continued storage) not later than the effective date of such termination. CCC shall remain responsible for storage costs and expenses until the CCC-owned tobacco is removed.
10. OFFICIALS NOT TO BENEFIT – No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share of this Agreement or to any benefit arising therefrom, but this paragraph shall not be construed to extend to benefits arising from this Agreement if accruing to a corporation nor to prevent any such member, delegate, or commissioner from obtaining any benefit hereunder in their capacity as a member of the Association.
11. EQUAL OPPORTUNITY CLAUSE – During the performance of this Agreement, unless exempt under rules, regulations and relevant orders of the Secretary of Labor (41 CFR Chapter 60) issued pursuant to authority conferred by Executive order 11246 of September 24, 1965, as amended, hereinafter referred to as the "Executive Order," the Association agrees as follows:

- (a) The Association will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, marital status or national origin. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCC setting forth the provisions of this Equal Opportunity Clause.
- (b) The Association will, in all solicitations or advertisements for employees placed by or on behalf of the Association state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, disability, sex, marital status, or national origin.
- (c) The Association will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCC, advising the labor union or workers' representative of the Association's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Association will comply with all provisions of the Executive Order, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Association will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Association's noncompliance with this Equal Opportunity Clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Association may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive order, by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Association will include the provisions of subparagraphs (a) through (g) of this paragraph in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Association will take such action with respect to any subcontractor or purchase order as CCC may direct as a means of enforcing such direction provision, including sanction for noncompliance; Provided, However, that, if the Association becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CCC, the Association may request the United States to enter into such litigation to protect the interests of the United States.

12. CERTIFICATION OF NONSEGREGATED FACILITIES – (The following provisions of this paragraph are applicable to contracts and subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in paragraph 13.)

By executing this Agreement, the Association certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Association agrees that a breach of this certification is a violation of paragraph 13 of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, disability, sex, marital status or national origin, because of habit, local custom or otherwise. The Association further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provision of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, (32 F.R. 7439, May 19, 1967) by the Secretary of

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

13. EQUAL EMPLOYMENT OPPORTUNITY – REPRESENTATION – The Association has ☐ has not ☐ developed, and has ☐ has not ☐ on file, a written affirmative action compliance program pursuant to Chapter 60 of Title 41 of the Code of 10 Federal Regulations, as amended; has ☐ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clause; has ☐ has not ☐ filed all required compliance reports; and will obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontractor awards (paragraph 13 contains the Equal Opportunity Clause). (The appropriate blank boxes must be checked. Every contractor subject to the Executive Order, having 50 or more employees or doing business of \$50,000 or more, is required to develop a written affirmative action compliance program. Compliance reports are required from every contractor subject to the Executive Order having 100 or more employees. The required form is Standards Form 100 (Revised), Equal Employment Opportunity – Employer Information Report EEO-1).
14. DISCLOSURE OF LOBBYING ACTIVITIES – The Department of Interior and Related Agency's Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352), enacted October 23, 1989, requires that applicants for and recipients of: 1) a Federal loan exceeding \$150,000; or 2) a Federal contract, grant, or cooperative agreement payment exceeding \$100,000, must file with the disbursing office:
- (a) Form CCC-674, Certification for Contracts, Grants, Loans and Cooperative Agreements, if they have not or will not use monies received for lobbying purposes.
 - (b) Standard Form LLL, Disclosure of Lobbying Activities, if they have or will use monies received for lobbying purposes.

The Association will comply with 31 U.S.C. 1352 and will include the provisions of 31 U.S.C. 1352 in every contract with processors and storage warehouses. Failure to file either form when required may result in a civil penalty.

The Association and their subcontractors are to submit, as applicable, the certification or disclosure of lobbying activity forms to:

U.S. Department of Agriculture
Farm Service Agency
Advisory and Corporate Operations Staff
STOP 0571
1400 Independence Ave. SW
Washington, D.C. 20250-057

15. USDA HOTLINE POSTER – The Association and its subcontractors will display in a conspicuous place for public notice, a USDA Hotline Poster asking individuals to report criminal activity, conflicts of interest, bribery, fraud, and the procedure for reporting infractions to the USDA.
16. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation under this Agreement may be liable to criminal prosecution under 18 U.S.C. 1001, 15 U.S.C. 714m(a), and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 13th day of April, 2005.

ASSOCIATION

Western Dark Fired Tobacco Growers Association

Attest:

Taura Spaschall

BY

Will Ed Clark

TITLE

General Manager

COMMODITY CREDIT CORPORATION

Attest:

James R. Little
Executive Vice President, CCC

BY

John M. Trenchard
(Contracting Officer)

WDTGA 2

APR 20 2005

Mr. Will E. Clark
General Manager
Western Dark-Fired Tobacco
Growers Association
P.O. Box 1056
Murray, Kentucky 42071-1056

Dear Mr. Clark:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 2000, 2001 and 2004 crop fire-cured type 23 and section 7 of the 2004 crop air-cured type 35 tobacco loan agreements executed by Western Dark-Fired Tobacco Growers Association (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on April 21, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for fire-cured type 23 tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on April 13, 2005, by the Association and CCC.

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Contracting Officer

APR 20 2005

Mr. Will E. Clark
General Manager
Western Dark-Fired Tobacco
Growers Association
P.O. Box 1056
Murray, Kentucky 42071-1056

Dear Mr. Clark:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

As of 12:00 noon EST April 22, 2005, CCC is releasing 276,948 pounds of Commodity Credit Corporation (CCC) owned inventory (fire-cured type 23) to Western Dark-Fired Tobacco Growers Association (the Association). Approximately 100% of the domestic No-Net-Cost funds (\$ 826,324) are being used to release CCC-owned tobacco inventory to the Association. CCC has determined that the approved association list prices that were in effect when the ACT was enacted will be used to release CCC-owned inventory pounds.

The Association is to use the attached spreadsheet to complete the transfer of CCC-owned inventory and produce a detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. The Association is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business May 9, 2005.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Director
Tobacco Division

Enclosure

Assn	Kind/Type	Location	Year	Grade	Total Units	Use Unit	Total Pounds	Assn Units	Assn Lbs	Assoc Loan Value	NCC Used	CCC Units	CCC lbs
WDTGA	Dark Fired Type 23	Hall & cotton, Inc., Springfield, TN	2001	B3F BT	874	441	385,434	164	72,324	\$3,1750	\$229,629	710	313,110
WDTGA	Dark Fired Type 23	Hall & cotton, Inc., Springfield, TN	2001	B3D BT	154	441	67,914	29	12,789	\$2,5950	\$33,187	125	55,125
WDTGA	Dark Fired Type 23	Hall & cotton, Inc., Springfield, TN	2001	C4F BT	1,072	441	472,752	202	89,082	\$3,0250	\$269,473	870	383,670
WDTGA	Dark Fired Type 23	Hall & cotton, Inc., Springfield, TN	2001	C4D BT	97	441	42,777	17	7,497	\$2,4300	\$18,218	80	35,280
WDTGA	Dark Fired Type 23	Hall & cotton, Inc., Springfield, TN	2001	C4D BT	3	339	1,017			\$2,4300		3	1,017
WDTGA	Dark Fired Type 23	Hall & cotton, Inc., Springfield, TN	2000	C4F BT	906	441	399,546	169	74,529	\$3,0250	\$225,450	737	325,017
WDTGA	Dark Fired Type 23	Hall & cotton, Inc., Springfield, TN	2000	C4D BT	249	441	109,809	47	20,727	\$2,4300	\$50,367	202	89,082
WDTGA	Dark Fired Type 23	Hall & cotton, Inc., Springfield, TN	2000	C4D BT	3,355		1,479,249	628	276,948		\$826,324	2,727	1,202,301
	Dark Fired Type 23 Total												

ASSOCIATION SERVICE AGREEMENT

THIS AGREEMENT is between the COMMODITY CREDIT CORPORATION ("CCC"), Washington, D.C., a corporate agency of the United States within the U.S. Department of Agriculture, and Eastern Dark-Fired Tobacco Growers Association ("Association"), and concerns only that 2000 and 2001 Dark Fired Type 22 crop tobacco which is, or will be, ceded to and owned by CCC and which is referred to below as "CCC-owned tobacco":

1. STORAGE AND HANDLING – For activities occurring after this Agreement is executed by the parties. CCC will pay monthly to the Association the following amounts for the following services with respect to CCC-owned tobacco:

- (a) Storage – Warehouse expenses of the Association in connection with the tobacco computed at:

Storage per container per month: \$0.55

Outage per container: \$1.75

Weighing per container actually weighed
in connection with outage: \$2.40

- (b) Other Expenses – CCC will pay other costs, to the extent agreed to by all parties.
2. REQUEST FOR PAYMENT – The amounts comprising the payment which CCC agrees to make to the Association under this Agreement shall be paid to the Association upon receipt by CCC of an acceptable written request therefor, signed by authorized officers or employees of the Association.
3. ASSOCIATION'S PROTECTION OF TOBACCO – The Association shall from time to time inspect the tobacco and shall take such customary action as may be necessary to keep it in good condition. The Association shall notify CCC immediately of any loss or destruction of, or damage to, CCC-owned tobacco. The Association shall have no obligation to insure the CCC-owned tobacco.
4. INSPECTION OF TOBACCO – The Association shall ensure that storage warehouses allow CCC and any prospective buyer to:

Inspect CCC-owned tobacco upon reasonable notice during the business hours of 9:00 AM – 5:00 PM during each day Monday through Friday.

5. PERSONNEL NOT TO BENEFIT – The Association shall not dispose of the CCC-owned tobacco in a manner that will result in a reward, financial benefit, profit, or payment to any director, officer, or employee of the Association and shall not dispose of the CCC-owned tobacco except in such manner as is approved by CCC.
6. CONTRACTS FOR SERVICES – The form of the contracts entered into between the Association and operators of storage warehouses and other persons handling the CCC-owned tobacco and the persons with whom such contracts may be entered into shall be subject to approval by CCC. When required by CCC, such contracts shall give CCC the right to audit the accounts and records of the contractors insofar as such records pertain to the CCC-owned tobacco. In addition, such contracts shall contain a provision satisfactory to CCC relating to termination, suspension or cancellation of such contracts by the Association upon written notice to the contracting party. The Association shall exercise any such rights relating to termination, suspension or cancellation if and when CCC so directs.
7. REPORTS – The Association shall furnish such other information and reports relating to the CCC-owned tobacco inventory as CCC may reasonably prescribe or request.
8. AUDITS – CCC may examine and audit the accounts and records of the Association, its agents, and its subsidiaries or affiliates which relate to the CCC-owned tobacco and may require the Association to make all storage bills and other records available at the main office of the Association at any time an audit is made.
9. TERMINATION – This Agreement shall stay in effect until terminated by CCC. CCC may terminate this Agreement by providing written notice to the Association of such action thirty (30) days prior to the effective date of such termination. CCC-owned tobacco shall be removed from Association's storages (or satisfactory arrangements made for continued storage) not later than the effective date of such termination. CCC shall remain responsible for storage costs and expenses until the CCC-owned tobacco is removed.
10. OFFICIALS NOT TO BENEFIT – No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share of this Agreement or to any benefit arising therefrom, but this paragraph shall not be construed to extend to benefits arising from this Agreement if accruing to a corporation nor to prevent any such member, delegate, or commissioner from obtaining any benefit hereunder in their capacity as a member of the Association.
11. EQUAL OPPORTUNITY CLAUSE – During the performance of this Agreement, unless exempt under rules, regulations and relevant orders of the Secretary of Labor (41 CFR Chapter 60) issued pursuant to authority conferred by Executive order 11246 of September 24, 1965, as amended, hereinafter referred to as the "Executive Order," the Association agrees as follows:

- (a) The Association will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, marital status or national origin. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCC setting forth the provisions of this Equal Opportunity Clause.
- (b) The Association will, in all solicitations or advertisements for employees placed by or on behalf of the Association state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, disability, sex, marital status, or national origin.
- (c) The Association will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCC, advising the labor union or workers' representative of the Association's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Association will comply with all provisions of the Executive Order, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Association will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Association's noncompliance with this Equal Opportunity Clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Association may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive order, by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Association will include the provisions of subparagraphs (a) through (g) of this paragraph in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Association will take such action with respect to any subcontractor or purchase order as CCC may direct as a means of enforcing such direction provision, including sanction for noncompliance; Provided, However, that, if the Association becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CCC, the Association may request the United States to enter into such litigation to protect the interests of the United States.

12. CERTIFICATION OF NONSEGREGATED FACILITIES – (The following provisions of this paragraph are applicable to contracts and subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in paragraph 13.)

By executing this Agreement, the Association certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Association agrees that a breach of this certification is a violation of paragraph 13 of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, disability, sex, marital status or national origin, because of habit, local custom or otherwise. The Association further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provision of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, (32 F.R. 7439, May 19, 1967) by the Secretary of

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

13. EQUAL EMPLOYMENT OPPORTUNITY – REPRESENTATION – The Association has ☒ has not ☐ developed, and has ☒ has not ☐ on file, a written affirmative action compliance program pursuant to Chapter 60 of Title 41 of the Code of 10 Federal Regulations, as amended; has ☒ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clause; has ☒ has not ☐ filed all required compliance reports; and will obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontractor awards (paragraph 13 contains the Equal Opportunity Clause). (The appropriate blank boxes must be checked. Every contractor subject to the Executive Order, having 50 or more employees or doing business of \$50,000 or more, is required to develop a written affirmative action compliance program. Compliance reports are required from every contractor subject to the Executive Order having 100 or more employees. The required form is Standards Form 100 (Revised), Equal Employment Opportunity – Employer Information Report EEO-1).
14. DISCLOSURE OF LOBBYING ACTIVITIES – The Department of Interior and Related Agency's Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352), enacted October 23, 1989, requires that applicants for and recipients of: 1) a Federal loan exceeding \$150,000; or 2) a Federal contract, grant, or cooperative agreement payment exceeding \$100,000, must file with the disbursing office:
- (a) Form CCC-674, Certification for Contracts, Grants, Loans and Cooperative Agreements, if they have not or will not use monies received for lobbying purposes.
 - (b) Standard Form LLL, Disclosure of Lobbying Activities, if they have or will use monies received for lobbying purposes.

The Association will comply with 31 U.S.C. 1352 and will include the provisions of 31 U.S.C. 1352 in every contract with processors and storage warehouses. Failure to file either form when required may result in a civil penalty.

The Association and their subcontractors are to submit, as applicable, the certification or disclosure of lobbying activity forms to:

U.S. Department of Agriculture
Farm Service Agency
Advisory and Corporate Operations Staff
STOP 0571
1400 Independence Ave. SW
Washington, D.C. 20250-057

15. USDA HOTLINE POSTER – The Association and its subcontractors will display in a conspicuous place for public notice, a USDA Hotline Poster asking individuals to report criminal activity, conflicts of interest, bribery, fraud, and the procedure for reporting infractions to the USDA.
16. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation under this Agreement may be liable to criminal prosecution under 18 U.S.C. 1001, 15 U.S.C. 714m(a), and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 13th day of APRIL, 2005.

ASSOCIATION

Eastern Dark Fired Tobacco Growers Association

Attest:

Glenn H. Langford

BY

Kenneth W. Smith

TITLE

General Manager

COMMODITY CREDIT CORPORATION

Attest:

James R. Little
Executive Vice President, CCC

BY

[Signature]
(Contracting Officer)

E-TGA 2

APR 20 2005

Mr. Kenneth Smith
General Manager
Eastern Dark-Fired Tobacco
Growers Association
P.O. Box 517
Springfield, Tennessee 37172

Dear Mr. Smith:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 2000, 2001 and 2004 crop fire-cured type 22 and section 7 of the 2003 and 2004 crop air-cured type 35 tobacco loan agreements executed by Eastern Dark-Fired Tobacco Growers Association (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on April 21, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for fire-cured type 22 tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on April 13, 2005, by the Association and CCC.

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Contracting Officer

EDTGA 3

APR 20 2005

Mr. Kenneth Smith
General Manager
Eastern Dark-Fired Tobacco
Growers Association
P.O. Box 517
Springfield, Tennessee 37172

Dear Mr. Smith:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

As of 12:00 noon EST April 22, 2005, CCC is releasing 1,705,347 pounds of Commodity Credit Corporation (CCC) owned inventory (fire-cured type 22) to Eastern Dark-Fired Tobacco Growers Association (the Association). Approximately 100% of the domestic No-Net-Cost funds (\$4,598,100) are being used to release CCC-owned tobacco inventory to the Association. CCC has determined that the approved association list prices that were in effect when the ACT was enacted will be used to release CCC-owned inventory pounds.

The Association is to use the attached spreadsheet to complete the transfer of CCC-owned inventory and produce a detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. The Association is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business May 9, 2005.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Director
Tobacco Division

Enclosure

Assn	Kind/Type	Location	Year	Grade	Total Units	lbs/Unit	Total pounds	Assn Units	Assn lbs	Assoc loan Value	NCU Used	CCC Units	CCC lbs
EDTGA	Dark Fired Type 22	Gallatin Redrying & Storage Co. Gallatin, TN	2001	C4F BT	198	441	87,318	141	62,181	\$3,0250	\$188,098	57	25,137
EDTGA	Dark Fired Type 22	Gallatin Redrying & Storage Co. Gallatin, TN	2001	C5F BT	322	441	142,002	229	100,989	\$2,3800	\$240,354	93	41,013
EDTGA	Dark Fired Type 22	Gallatin Redrying & Storage Co. Gallatin, TN	2001	C4D BT	114	441	50,274	81	35,721	\$2,4300	\$86,802	33	14,553
EDTGA	Dark Fired Type 22	Gallatin Redrying & Storage Co. Gallatin, TN	2000	C4F BT	827	441	364,707	587	258,867	\$3,0250	\$783,073	240	105,840
EDTGA	Dark Fired Type 22	Gallatin Redrying & Storage Co. Gallatin, TN	2000	C5F BT	453	441	199,773	322	142,002	\$2,3800	\$337,965	131	57,771
EDTGA	Dark Fired Type 22	Gallatin Redrying & Storage Co. Gallatin, TN	2000	C4D BT	204	441	89,964	145	63,945	\$2,4300	\$155,386	59	26,019
EDTGA	Dark Fired Type 22	Gallatin Redrying & Storage Co. Gallatin, TN	2000	C4D BT	1	334	334			\$2,4300		1	334
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2001	B3D BT	133	441	58,653	93	41,013	\$2,5950	\$106,429	40	17,640
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2001	C4F BT	340	441	149,940	238	104,958	\$3,0250	\$317,498	102	44,982
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2001	C4F BT	2	413	826			\$3,0250		2	826
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2001	C5F BT	411	441	181,251	288	127,008	\$2,3800	\$302,279	123	54,243
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2001	C4D BT	152	441	67,032	106	46,746	\$2,4300	\$113,593	46	20,286
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2000	C4F BT	1,213	441	534,933	849	374,409	\$3,0250	\$1,132,587	364	160,524
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2000	C4F BT	3	491	1,473			\$3,0250		3	1,473
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2000	C5F BT	674	441	297,234	472	208,152	\$2,3800	\$495,402	202	89,082
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2000	C4D BT	3	452	1,356			\$2,4300		3	1,356
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2000	C4D BT	452	441	199,332	316	139,356	\$2,4300	\$338,635	136	59,976
EDTGA	Dark Fired Type 22	Hail & cotton, Inc., Springfield, TN	2000	C4D BT	5,502	441	2,426,402	3,867	1,705,347		\$4,598,100	1,635	721,055
Dark Fired Type 22 Total													

ASSOCIATION SERVICE AGREEMENT

THIS AGREEMENT is between the COMMODITY CREDIT CORPORATION ("CCC"), Washington, D.C., a corporate agency of the United States within the U.S. Department of Agriculture, and Stemming District Tobacco Association ("Association"), and concerns only that 2004 Dark Air-Cured Type 36 crop tobacco which is, or will be, ceded to and owned by CCC and which is referred to below as "CCC-owned tobacco":

1. STORAGE AND HANDLING – For activities occurring after this Agreement is executed by the parties. CCC will pay monthly to the Association the following amounts for the following services with respect to CCC-owned tobacco:
 - (a) Storage – Warehouse expenses of the Association in connection with the tobacco computed at:

Storage per container per month:	\$0.55
Outage per container:	\$1.75
Weighing per container actually weighed in connection with outage:	\$2.40
 - (b) Other Expenses – CCC will pay other costs, to the extent agreed to by all parties.
2. REQUEST FOR PAYMENT – The amounts comprising the payment which CCC agrees to make to the Association under this Agreement shall be paid to the Association upon receipt by CCC of an acceptable written request therefor, signed by authorized officers or employees of the Association.
3. ASSOCIATION'S PROTECTION OF TOBACCO – The Association shall from time to time inspect the tobacco and shall take such customary action as may be necessary to keep it in good condition. The Association shall notify CCC immediately of any loss or destruction of, or damage to, CCC-owned tobacco. The Association shall have no obligation to insure the CCC-owned tobacco.
4. INSPECTION OF TOBACCO – The Association shall ensure that storage warehouses allow CCC and any prospective buyer to:

Inspect CCC-owned tobacco upon reasonable notice during the business hours of 9:00 AM – 5:00 PM during each day Monday through Friday.

5. PERSONNEL NOT TO BENEFIT – The Association shall not dispose of the CCC-owned tobacco in a manner that will result in a reward, financial benefit, profit, or payment to any director, officer, or employee of the Association and shall not dispose of the CCC-owned tobacco except in such manner as is approved by CCC.
6. CONTRACTS FOR SERVICES – The form of the contracts entered into between the Association and operators of storage warehouses and other persons handling the CCC-owned tobacco and the persons with whom such contracts may be entered into shall be subject to approval by CCC. When required by CCC, such contracts shall give CCC the right to audit the accounts and records of the contractors insofar as such records pertain to the CCC-owned tobacco. In addition, such contracts shall contain a provision satisfactory to CCC relating to termination, suspension or cancellation of such contracts by the Association upon written notice to the contracting party. The Association shall exercise any such rights relating to termination, suspension or cancellation if and when CCC so directs.
7. REPORTS – The Association shall furnish such other information and reports relating to the CCC-owned tobacco inventory as CCC may reasonably prescribe or request.
8. AUDITS – CCC may examine and audit the accounts and records of the Association, its agents, and its subsidiaries or affiliates which relate to the CCC-owned tobacco and may require the Association to make all storage bills and other records available at the main office of the Association at any time an audit is made.
9. TERMINATION – This Agreement shall stay in effect until terminated by CCC. CCC may terminate this Agreement by providing written notice to the Association of such action thirty (30) days prior to the effective date of such termination. CCC-owned tobacco shall be removed from Association's storages (or satisfactory arrangements made for continued storage) not later than the effective date of such termination. CCC shall remain responsible for storage costs and expenses until the CCC-owned tobacco is removed.
10. OFFICIALS NOT TO BENEFIT – No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share of this Agreement or to any benefit arising therefrom, but this paragraph shall not be construed to extend to benefits arising from this Agreement if accruing to a corporation nor to prevent any such member, delegate, or commissioner from obtaining any benefit hereunder in their capacity as a member of the Association.
11. EQUAL OPPORTUNITY CLAUSE – During the performance of this Agreement, unless exempt under rules, regulations and relevant orders of the Secretary of Labor (41 CFR Chapter 60) issued pursuant to authority conferred by Executive order 11246 of September 24, 1965, as amended, hereinafter referred to as the "Executive Order," the Association agrees as follows:

- (a) The Association will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, marital status or national origin. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCC setting forth the provisions of this Equal Opportunity Clause.
- (b) The Association will, in all solicitations or advertisements for employees placed by or on behalf of the Association state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, disability, sex, marital status, or national origin.
- (c) The Association will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCC, advising the labor union or workers' representative of the Association's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Association will comply with all provisions of the Executive Order, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Association will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Association's noncompliance with this Equal Opportunity Clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Association may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive order, by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Association will include the provisions of subparagraphs (a) through (g) of this paragraph in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Association will take such action with respect to any subcontractor or purchase order as CCC may direct as a means of enforcing such direction provision, including sanction for noncompliance; Provided, However, that, if the Association becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CCC, the Association may request the United States to enter into such litigation to protect the interests of the United States.

12. CERTIFICATION OF NONSEGREGATED FACILITIES – (The following provisions of this paragraph are applicable to contracts and subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in paragraph 13.)

By executing this Agreement, the Association certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Association agrees that a breach of this certification is a violation of paragraph 13 of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, disability, sex, marital status or national origin, because of habit, local custom or otherwise. The Association further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provision of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, (32 F.R. 7439, May 19, 1967) by the Secretary of

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

13. EQUAL EMPLOYMENT OPPORTUNITY – REPRESENTATION – The Association has ☐ has not ☐ developed, and has ☐ has not ☐ on file, a written affirmative action compliance program pursuant to Chapter 60 of Title 41 of the Code of 10 Federal Regulations, as amended; has ☐ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clause; has ☐ has not ☐ filed all required compliance reports; and will obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontractor awards (paragraph 13 contains the Equal Opportunity Clause). (The appropriate blank boxes must be checked. Every contractor subject to the Executive Order, having 50 or more employees or doing business of \$50,000 or more, is required to develop a written affirmative action compliance program. Compliance reports are required from every contractor subject to the Executive Order having 100 or more employees. The required form is Standards Form 100 (Revised), Equal Employment Opportunity – Employer Information Report EEO-1).
14. DISCLOSURE OF LOBBYING ACTIVITIES – The Department of Interior and Related Agency's Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352), enacted October 23, 1989, requires that applicants for and recipients of: 1) a Federal loan exceeding \$150,000; or 2) a Federal contract, grant, or cooperative agreement payment exceeding \$100,000, must file with the disbursing office:
- (a) Form CCC-674, Certification for Contracts, Grants, Loans and Cooperative Agreements, if they have not or will not use monies received for lobbying purposes.
 - (b) Standard Form LLL, Disclosure of Lobbying Activities, if they have or will use monies received for lobbying purposes.

The Association will comply with 31 U.S.C. 1352 and will include the provisions of 31 U.S.C. 1352 in every contract with processors and storage warehouses. Failure to file either form when required may result in a civil penalty.

The Association and their subcontractors are to submit, as applicable, the certification or disclosure of lobbying activity forms to:

U.S. Department of Agriculture
Farm Service Agency
Advisory and Corporate Operations Staff
STOP 0571
1400 Independence Ave. SW
Washington, D.C. 20250-057

15. USDA HOTLINE POSTER – The Association and its subcontractors will display in a conspicuous place for public notice, a USDA Hotline Poster asking individuals to report criminal activity, conflicts of interest, bribery, fraud, and the procedure for reporting infractions to the USDA.
16. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation under this Agreement may be liable to criminal prosecution under 18 U.S.C. 1001, 15 U.S.C. 714m(a), and 31 U.S.C. 3729.

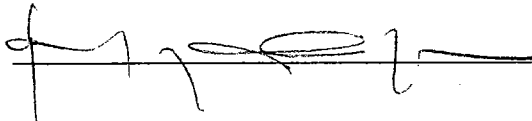
IN WITNESS WHEREOF, the parties have executed this Agreement, this 7 day of

March, 2005.
April 7

ASSOCIATION

Stemming District Tobacco Association

Attest:



BY

Dem. (District) Clark

TITLE

General Manager

COMMODITY CREDIT CORPORATION

Attest:

James R. Little
Executive Vice President, CCC

BY

[Signature]
(Contracting Officer)

SD 2

APR 20 2005

Ms. Pem Clark
Manager
Stemming District Tobacco
Association
P.O. Box 358
Henderson, Kentucky 42420

Dear Ms. Clark:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 2003 and 2004 crop air-cured type 36 tobacco loan agreements executed by Stemming District Tobacco Association (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on April 21, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for air-cured type 36 tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on April 7, 2005, by the Association and CCC.

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Contracting Officer

SD 3

APR 20 2005

Ms. Pem Clark
Manager
Stemming District Tobacco
Association
P.O. Box 358
Henderson, Kentucky 42420

Dear Ms. Clark:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

As of 12:00 noon EST April 22, 2005, CCC is releasing 78,057 pounds of Commodity Credit Corporation (CCC) owned inventory (air-cured type 36) to Stemming District Tobacco Association (the Association). Approximately 100% of the domestic No-Net-Cost funds (\$233,020) are being used to release CCC-owned tobacco inventory to the Association. CCC has determined that since there was no approved association list prices that were in effect when the ACT was enacted, CCC will use list prices as determined by CCC with the help of the Association using actual cost data to release CCC-owned inventory pounds.

The Association is to use the attached spreadsheet to complete the transfer of CCC-owned inventory and produce a detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. The Association is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business May 9, 2005.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Director
Tobacco Division

Enclosure

Assn	Kind/Type	Location	Year	Grade	Total Units	Lbs/Unit	Total pounds	Assn Units	Assn Lbs	Assoc loan Value	NCC Used	CCC Units	CCC lbs
SD	Dark Air Type 36	Gallatin Redrying & Storage Co. Gallatin, TN	2004	C4F CUT	405	441	178,605	150	66,150	\$3,1500	\$208,373	255	112,455
SD	Dark Air Type 36	Gallatin Redrying & Storage Co. Gallatin, TN	2004	C4F DAM	26	441	11,466	9	3,969	\$2,1900	\$8,692	17	7,497
SD	Dark Air Type 36	Gallatin Redrying & Storage Co. Gallatin, TN	2004	C4F DAM	1	226	226	9	3,969	\$2,1900	\$8,295	1	226
SD	Dark Air Type 36	Gallatin Redrying & Storage Co. Gallatin, TN	2004	C4G CUT	27	441	11,907	9	3,969	\$2,0900	\$7,660	18	7,938
SD	Dark Air Type 36	Gallatin Redrying & Storage Co. Gallatin, TN	2004	X4G CUT	24	441	10,584	9	3,969	\$1,9300		15	6,615
	Dark Air Type 36 Total				483		212,788	177	78,057		\$233,020	306	134,731

ASSOCIATION SERVICE AGREEMENT

THIS AGREEMENT is between the COMMODITY CREDIT CORPORATION ("CCC"), Washington, D.C., a corporate agency of the United States within the U.S. Department of Agriculture, and Dark Tobacco Sales Cooperative ("Association"), and concerns only that 2004 Dark Fired Type 21 & 37 crop tobacco which is, or will be, ceded to and owned by CCC and which is referred to below as "CCC-owned tobacco":

1. STORAGE AND HANDLING – For activities occurring after this Agreement is executed by the parties. CCC will pay monthly to the Association the following amounts for the following services with respect to CCC-owned tobacco:

- (a) Storage – Warehouse expenses of the Association in connection with the tobacco computed at:

Storage per container per month: \$0.76

Outage per container: \$2.02

Weighing per container actually weighed
in connection with outage: \$2.76

- (b) Other Expenses – CCC will pay other costs, to the extent agreed to by all parties.
2. REQUEST FOR PAYMENT – The amounts comprising the payment which CCC agrees to make to the Association under this Agreement shall be paid to the Association upon receipt by CCC of an acceptable written request therefor, signed by authorized officers or employees of the Association.
3. ASSOCIATION'S PROTECTION OF TOBACCO – The Association shall from time to time inspect the tobacco and shall take such customary action as may be necessary to keep it in good condition. The Association shall notify CCC immediately of any loss or destruction of, or damage to, CCC-owned tobacco. The Association shall have no obligation to insure the CCC-owned tobacco.
4. INSPECTION OF TOBACCO – The Association shall ensure that storage warehouses allow CCC and any prospective buyer to:

Inspect CCC-owned tobacco upon reasonable notice during the business hours of 9:00 AM – 5:00 PM during each day Monday through Friday.

5. PERSONNEL NOT TO BENEFIT – The Association shall not dispose of the CCC-owned tobacco in a manner that will result in a reward, financial benefit, profit, or payment to any director, officer, or employee of the Association and shall not dispose of the CCC-owned tobacco except in such manner as is approved by CCC.
6. CONTRACTS FOR SERVICES – The form of the contracts entered into between the Association and operators of storage warehouses and other persons handling the CCC-owned tobacco and the persons with whom such contracts may be entered into shall be subject to approval by CCC. When required by CCC, such contracts shall give CCC the right to audit the accounts and records of the contractors insofar as such records pertain to the CCC-owned tobacco. In addition, such contracts shall contain a provision satisfactory to CCC relating to termination, suspension or cancellation of such contracts by the Association upon written notice to the contracting party. The Association shall exercise any such rights relating to termination, suspension or cancellation if and when CCC so directs.
7. REPORTS – The Association shall furnish such other information and reports relating to the CCC-owned tobacco inventory as CCC may reasonably prescribe or request.
8. AUDITS – CCC may examine and audit the accounts and records of the Association, its agents, and its subsidiaries or affiliates which relate to the CCC-owned tobacco and may require the Association to make all storage bills and other records available at the main office of the Association at any time an audit is made.
9. TERMINATION – This Agreement shall stay in effect until terminated by CCC. CCC may terminate this Agreement by providing written notice to the Association of such action thirty (30) days prior to the effective date of such termination. CCC-owned tobacco shall be removed from Association's storages (or satisfactory arrangements made for continued storage) not later than the effective date of such termination. CCC shall remain responsible for storage costs and expenses until the CCC-owned tobacco is removed.
10. OFFICIALS NOT TO BENEFIT – No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share of this Agreement or to any benefit arising therefrom, but this paragraph shall not be construed to extend to benefits arising from this Agreement if accruing to a corporation nor to prevent any such member, delegate, or commissioner from obtaining any benefit hereunder in their capacity as a member of the Association.
11. EQUAL OPPORTUNITY CLAUSE – During the performance of this Agreement, unless exempt under rules, regulations and relevant orders of the Secretary of Labor (41 CFR Chapter 60) issued pursuant to authority conferred by Executive order 11246 of September 24, 1965, as amended, hereinafter referred to as the "Executive Order," the Association agrees as follows:

- (a) The Association will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, marital status or national origin. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCC setting forth the provisions of this Equal Opportunity Clause.
- (b) The Association will, in all solicitations or advertisements for employees placed by or on behalf of the Association state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, disability, sex, marital status, or national origin.
- (c) The Association will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCC, advising the labor union or workers' representative of the Association's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Association will comply with all provisions of the Executive Order, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Association will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Association's noncompliance with this Equal Opportunity Clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Association may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive order, by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Association will include the provisions of subparagraphs (a) through (g) of this paragraph in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Association will take such action with respect to any subcontractor or purchase order as CCC may direct as a means of enforcing such direction provision, including sanction for noncompliance; Provided, However, that, if the Association becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CCC, the Association may request the United States to enter into such litigation to protect the interests of the United States.

12. CERTIFICATION OF NONSEGREGATED FACILITIES – (The following provisions of this paragraph are applicable to contracts and subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in paragraph 13.)

By executing this Agreement, the Association certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Association agrees that a breach of this certification is a violation of paragraph 13 of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, disability, sex, marital status or national origin, because of habit, local custom or otherwise. The Association further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provision of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order an Elimination of Segregated Facilities, (32 F.R. 7439, May 19, 1967) by the Secretary of

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

13. EQUAL EMPLOYMENT OPPORTUNITY – REPRESENTATION – The Association has ☐ has not ☐ developed, and has ☐ has not ☐ on file, a written affirmative action compliance program pursuant to Chapter 60 of Title 41 of the Code of 10 Federal Regulations, as amended; has ☐ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clause; has ☐ has not ☐ filed all required compliance reports; and will obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontractor awards (paragraph 13 contains the Equal Opportunity Clause). (The appropriate blank boxes must be checked. Every contractor subject to the Executive Order, having 50 or more employees or doing business of \$50,000 or more, is required to develop a written affirmative action compliance program. Compliance reports are required from every contractor subject to the Executive Order having 100 or more employees. The required form is Standards Form 100 (Revised), Equal Employment Opportunity – Employer Information Report EEO-1).
14. DISCLOSURE OF LOBBYING ACTIVITIES – The Department of Interior and Related Agency's Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352), enacted October 23, 1989, requires that applicants for and recipients of: 1) a Federal loan exceeding \$150,000; or 2) a Federal contract, grant, or cooperative agreement payment exceeding \$100,000, must file with the disbursing office:
- (a) Form CCC-674, Certification for Contracts, Grants, Loans and Cooperative Agreements, if they have not or will not use monies received for lobbying purposes.
 - (b) Standard Form LLL, Disclosure of Lobbying Activities, if they have or will use monies received for lobbying purposes.

The Association will comply with 31 U.S.C. 1352 and will include the provisions of 31 U.S.C. 1352 in every contract with processors and storage warehouses. Failure to file either form when required may result in a civil penalty.

The Association and their subcontractors are to submit, as applicable, the certification or disclosure of lobbying activity forms to:

U.S. Department of Agriculture
Farm Service Agency
Advisory and Corporate Operations Staff
STOP 0571
1400 Independence Ave. SW
Washington, D.C. 20250-057

15. USDA HOTLINE POSTER – The Association and its subcontractors will display in a conspicuous place for public notice, a USDA Hotline Poster asking individuals to report criminal activity, conflicts of interest, bribery, fraud, and the procedure for reporting infractions to the USDA.
16. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation under this Agreement may be liable to criminal prosecution under 18 U.S.C. 1001, 15 U.S.C. 714m(a), and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 8 day of April, 2005.

ASSOCIATION

Dark Tobacco Sales Cooperative

Attest:

Anna Clark

BY

[Signature]

TITLE

GEN. MGR.

COMMODITY CREDIT CORPORATION

Attest:

James R. Little
Executive Vice President, CCC

BY

[Signature]
(Contracting Officer)

APR 20 2005

DT 2

Mr. Haywood J. Hamlet
Manager
Dark Tobacco Sales Cooperative
P.O. Box 447
Farmville, Virginia 23901

Dear Mr. Hamlet:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 2004 crop fire-cured type 21 tobacco loan agreement executed by Dark Tobacco Sales Cooperative (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on April 21, 2005, and effective at that time CCC will take title to all tobacco pledged as collateral for such loans.

As soon as possible, CCC will notify the Association of those lots of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for fire-cured type 21 tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these lots of tobacco in any manner that it desires. Once CCC takes title to the tobacco that was not transferred, CCC will pay to the Association costs for the storage of the tobacco as provided in the Association Service Agreement executed on April 8, 2005, by the Association and CCC.

If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Contracting Officer

APR 20 2005

DT 3

Mr. Haywood J. Hamlet
Manager
Dark Tobacco Sales Cooperative
P.O. Box 447
Farmville, Virginia 23901

Dear Mr. Hamlet:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

As of 12:00 noon EST April 22, 2005, CCC is releasing 89,938 pounds of Commodity Credit Corporation (CCC) owned inventory (fire-cured type 21) to Dark Tobacco Sales Cooperative (the Association). Approximately 100% of the domestic No-Net-Cost funds (\$251,966) are being used to release CCC-owned tobacco inventory to the Association. CCC has determined that since there was no approved association list prices that were in effect when the ACT was enacted, CCC will use list prices as determined by CCC with the help of the Association using actual cost data to release CCC-owned inventory pounds.

The Association is to use the attached spreadsheet to complete the transfer of CCC-owned inventory and produce a detail inventory listing by container # ID and storage location and warehouse # ID of the remaining CCC-owned tobacco inventory. The Association is to provide the Tobacco Division in Washington, DC, with this detail listing report by close of business May 9, 2005.

Sincerely,

/s/ John M. Truluck

John M. Truluck
Director
Tobacco Division

Enclosure

ASSN	Kind/Type	Location	Year	Grade	Total Units	Lbs/Unit	Total pounds	Assn Units	Assn Lbs	Assoc Loan Value	NCC Used	CCC Units	CCC lbs
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4F CL	20	438	8,760	8	3,504	\$2,9400	\$10,302	12	5,256
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4F CL	34	441	14,994	13	5,733	\$2,9400	\$16,855	21	9,261
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4F CL	32	443	14,176	12	5,316	\$2,9400	\$15,629	20	8,860
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4F CL	29	445	12,905	11	4,895	\$2,9400	\$14,391	18	8,010
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4F CL	1	434	434			\$2,9400		1	434
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4F CL	1	436	436			\$2,9400	\$6,571	1	436
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4F CL	13	447	5,811	5	2,235	\$2,9400	\$63,748	8	3,576
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C5F CL	3	436	1,308	1	436	\$2,7900	\$1,216	2	872
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C5F CL	34	438	14,892	13	5,694	\$2,7900	\$15,886	21	9,198
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C5F CL	63	441	27,783	25	11,025	\$2,7900	\$30,760	38	16,758
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C5F CL	84	443	37,212	33	14,619	\$2,7900	\$40,787	51	22,593
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C5F CL	69	445	30,705	27	12,015	\$2,7900	\$33,522	42	18,690
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C5F CL	52	447	23,244	21	9,387	\$2,7900	\$26,190	31	13,857
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C5F CL	1	401	401			\$2,7900		1	401
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	B4F	306	236	135,545	120	53,176	\$2,9700	\$148,361	186	82,369
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	B4F	1	438	876	1	438	\$2,9700	\$1,301	1	438
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	B4F	2	441	2,205	2	882	\$2,9700	\$2,620	3	1,323
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	B4F	7	443	3,101	3	1,329	\$2,9700	\$3,947	4	1,772
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	B4F	6	445	2,670	2	890	\$2,9700	\$2,643	4	1,780
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	B4F	2	447	894	1	447	\$2,9700	\$1,328	1	447
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	B4F	23	441	9,982	9	3,986	\$3,3700	\$11,838	14	5,996
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C3F	1	443	441	1	443	\$3,3700	\$1,493	1	441
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C3F	3	445	1,329	5	2,225	\$3,3700	\$7,498	8	3,560
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C3F	13	447	5,785	3	1,341	\$3,3700	\$4,519	5	2,235
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C3F	8	447	3,576	9	4,009	\$2,9300	\$13,510	16	7,122
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4L	1	438	438			\$2,9300		1	438
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4L	4	441	1,764	2	882	\$2,9300	\$2,584	2	882
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4L	4	443	1,772	2	886	\$2,9300	\$2,596	2	886
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4L	1	445	445			\$2,9300		1	445
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4L	1	447	447			\$2,9300		1	447
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4L	1	469	469			\$2,9300		1	469
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4M	12	408	5,335	4	1,768	\$1,9800	\$5,180	8	3,567
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4M	1	438	438	1	438	\$1,9800	\$867	1	438
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4M	2	441	876	1	441	\$1,9800		1	441
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4M	3	443	1,329	1	443	\$1,9800	\$877	2	886
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4M	7	438	3,054	2	881	\$1,7100	\$1,744	5	2,173
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4D BT	2	441	876	1	438	\$1,7100	\$749	1	438
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4D BT	5	443	2,205	2	882	\$1,7100	\$1,508	3	1,323
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4D BT	4	445	1,772	2	886	\$1,7100	\$1,515	2	886
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4D BT	7	447	3,115	3	1,335	\$1,7100	\$2,283	4	1,780
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4D BT	6	460	2,682	2	894	\$1,7100	\$1,529	4	1,788
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4D BT	1	460	460			\$1,7100		1	460
DTSC	Dark Fired Type 21	Imperial Processing Corporation, Kenbridge.	2004	C4D BT	25	460	11,110	10	4,435		\$7,584	15	6,675
Dark Fired Type 21 Total					528		233,673	203	89,938		\$251,966	325	143,735

ASSOCIATION SERVICE AGREEMENT

THIS AGREEMENT is between the COMMODITY CREDIT CORPORATION ("CCC"), Washington, D.C., a corporate agency of the United States within the U.S. Department of Agriculture, and Northern Wisconsin Tobacco Pool ("Association"), and concerns that 2004 Cigar Binder Type 55 crop tobacco which is, or will be, ceded to and owned by CCC and which is referred to below as "CCC-owned tobacco":

1. STORAGE AND HANDLING – For activities occurring after this Agreement is executed by the parties. CCC will pay monthly to the Association the following amounts for the following services with respect to CCC-owned tobacco:
 - (a) Storage – Warehouse expenses of the Association in connection with the tobacco will be paid an amount to cover the actual cost of storage to the Association.
 - (b) Other Expenses – CCC will pay other costs, to the extent agreed to by all parties.
2. REQUEST FOR PAYMENT – The amounts comprising the payment which CCC agrees to make to the Association under this Agreement shall be paid to the Association upon receipt by CCC of an acceptable written request therefor, signed by authorized officers or employees of the Association.
3. ASSOCIATION'S PROTECTION OF TOBACCO – The Association shall from time to time inspect the tobacco and shall take such customary action as may be necessary to keep it in good condition. The Association shall notify CCC immediately of any loss or destruction of, or damage to, CCC-owned tobacco. The Association shall have no obligation to insure the CCC-owned tobacco.
4. INSPECTION OF TOBACCO – The Association shall ensure that storage warehouses allow CCC and any prospective buyer to:

Inspect CCC-owned tobacco upon reasonable notice during the business hours of 9:00 AM – 5:00 PM during each day Monday through Friday.
5. PERSONNEL NOT TO BENEFIT – The Association shall not dispose of the CCC-owned tobacco in a manner that will result in a reward, financial benefit, profit, or payment to any director, officer, or employee of the Association and shall not dispose of the CCC-owned tobacco except in such manner as is approved by CCC.
6. CONTRACTS FOR SERVICES – The form of the contracts entered into between the Association and operators of storage warehouses and other persons handling the CCC-owned tobacco and the persons with whom such contracts may be entered into shall be subject to approval by CCC. When required by

CCC, such contracts shall give CCC the right to audit the accounts and records of the contractors insofar as such records pertain to the CCC-owned tobacco. In addition, such contracts shall contain a provision satisfactory to CCC relating to termination, suspension or cancellation of such contracts by the Association upon written notice to the contracting party. The Association shall exercise any such rights relating to termination, suspension or cancellation if and when CCC so directs.

7. REPORTS – The Association shall furnish such other information and reports relating to the CCC-owned tobacco inventory as CCC may reasonably prescribe or request.
8. AUDITS – CCC may examine and audit the accounts and records of the Association, its agents, and its subsidiaries or affiliates which relate to the CCC-owned tobacco and may require the Association to make all storage bills and other records available at the main office of the Association at any time an audit is made.
9. TERMINATION – This Agreement shall stay in effect until terminated by CCC. CCC may terminate this Agreement by providing written notice to the Association of such action thirty (30) days prior to the effective date of such termination. CCC-owned tobacco shall be removed from Association's storages (or satisfactory arrangements made for continued storage) not later than the effective date of such termination. CCC shall remain responsible for storage costs and expenses until the CCC-owned tobacco is removed.
10. OFFICIALS NOT TO BENEFIT – No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share of this Agreement or to any benefit arising therefrom, but this paragraph shall not be construed to extend to benefits arising from this Agreement if accruing to a corporation nor to prevent any such member, delegate, or commissioner from obtaining any benefit hereunder in their capacity as a member of the Association.
11. EQUAL OPPORTUNITY CLAUSE – During the performance of this Agreement, unless exempt under rules, regulations and relevant orders of the Secretary of Labor (41 CFR Chapter 60) issued pursuant to authority conferred by Executive order 11246 of September 24, 1965, as amended, hereinafter referred to as the "Executive Order," the Association agrees as follows:
 - (a) The Association will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, marital status or national origin. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including

apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCC setting forth the provisions of this Equal Opportunity Clause.

- (b) The Association will, in all solicitations or advertisements for employees placed by or on behalf of the Association state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, disability, sex, marital status, or national origin.
- (c) The Association will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCC, advising the labor union or workers' representative of the Association's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Association will comply with all provisions of the Executive Order, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Association will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Association's noncompliance with this Equal Opportunity Clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Association may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive order, by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Association will include the provisions of subparagraphs (a) through (g) of this paragraph in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Association will take such action with respect to any subcontractor or purchase order as CCC may direct as a means of enforcing such direction provision, including sanction for noncompliance; Provided, However, that, if the Association becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CCC, the

Association may request the United States to enter into such litigation to protect the interests of the United States.

12. CERTIFICATION OF NONSEGREGATED FACILITIES – (The following provisions of this paragraph are applicable to contracts and subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in paragraph 13.)

By executing this Agreement, the Association certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Association agrees that a breach of this certification is a violation of paragraph 13 of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, disability, sex, marital status or national origin, because of habit, local custom or otherwise. The Association further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provision of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order an Elimination of Segregated Facilities, (32 F.R. 7439, May 19, 1967) by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

13. EQUAL EMPLOYMENT OPPORTUNITY – REPRESENTATION – The Association has ☐ has not ☐ developed, and has ☐ has not ☐ on file, a written affirmative action compliance program pursuant to Chapter 60 of Title 41 of the Code of 10 Federal Regulations, as amended; has ☐ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clause; has ☐ has not ☐ filed all required compliance reports; and will obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontractor awards (paragraph 13 contains the Equal Opportunity Clause). (The appropriate blank boxes must be checked. Every contractor subject to the Executive Order, having 50 or more employees or doing business of \$50,000 or more, is required to develop a written affirmative action compliance program. Compliance reports are required from every contractor subject to the Executive Order having 100 or more employees. The required form is Standards Form 100 (Revised), Equal Employment Opportunity – Employer Information Report EEO-1).
14. DISCLOSURE OF LOBBYING ACTIVITIES – The Department of Interior and Related Agency's Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352), enacted October 23, 1989, requires that applicants for and recipients of: 1) a Federal loan exceeding \$150,000; or 2) a Federal contract, grant, or cooperative agreement payment exceeding \$100,000, must file with the disbursing office:
- (a) Form CCC-674, Certification for Contracts, Grants, Loans and Cooperative Agreements, if they have not or will not use monies received for lobbying purposes.
 - (b) Standard Form LLL, Disclosure of Lobbying Activities, if they have or will use monies received for lobbying purposes.

The Association will comply with 31 U.S.C. 1352 and will include the provisions of 31 U.S.C. 1352 in every contract with processors and storage warehouses. Failure to file either form when required may result in a civil penalty.

The Association and their subcontractors are to submit, as applicable, the certification or disclosure of lobbying activity forms to:

U.S. Department of Agriculture
Farm Service Agency
Advisory and Corporate Operations Staff
STOP 0571
1400 Independence Ave. SW
Washington, D.C. 20250-057

15. USDA HOTLINE POSTER – The Association and its subcontractors will display in a conspicuous place for public notice, a USDA Hotline Poster asking individuals to report criminal activity, conflicts of interest, bribery, fraud, and the procedure for reporting infractions to the USDA.
16. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation under this Agreement may be liable to criminal prosecution under 18 U.S.C. 1001, 15 U.S.C. 714m(a), and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 13 day of April, 2005.

ASSOCIATION

Northern Wisconsin Tobacco Pool

Attest:

Sharon A. Hayman

BY

George E. Nithum

TITLE

Gen. Mgr.

COMMODITY CREDIT CORPORATION

Attest:

James R. Little
Executive Vice President, CCC

BY

John M. Trenchard
(Contracting Officer)

NW 2

JUN 30 2005

Mr. George E. Nettum
General Manager
Northern Wisconsin Cooperative
Tobacco Pool, Inc.
P.O. Box 47
Viroqua, Wisconsin 54665


Dear Mr. Nettum:

As you are well aware, Title VI of the America Jobs Creation Act of 2004 (the 2004 Act) terminates the tobacco marketing quota and price support loan programs effective with the 2005 marketing year. In order to provide for an orderly transition to an unregulated marketplace, section 641 of the 2004 Act sets forth the procedure for liquidation of existing Commodity Credit Corporation (CCC) tobacco price support loans. The purpose of this letter is to take the first step needed to implement this statutory provision. In accordance with section 7 of the 2004 crop cigar binder type 55 tobacco loan agreement executed by Northern Wisconsin Cooperative Tobacco Pool (the Association) and CCC, CCC hereby notifies the Association that all such loans are due and payable no later than 12:00 a.m. on July 1, 2005, and effective at that time CCC will take title to all tobacco (188,526 lbs) pledged as collateral for such loans.

As soon as possible, CCC will notify the Association of those pounds of tobacco that are transferred to the Association. Section 641 of the 2004 Act provides that the division of these loan stocks between the Association and CCC will be accomplished by dividing the amount of funds held by the Association in its No Net Cost Tobacco Account by the average list price for cigar binder type 55 tobacco as determined by the Secretary of Agriculture. Once this tobacco has been transferred to the Association, the Association may utilize these pounds of tobacco in any manner that it desires. If you have any questions regarding these issues, please contact the Director, Tobacco Division, Farm Service Agency, John "Moot" Truluck, at 202 720-7413.

Sincerely,

Misty Jones

 John M. Truluck
Contracting Officer

cc Central File, Stop 0514 ✓ TD Reader, Stop 0514 (skw copy)
David Nichols, FMD Stop 0581
George Sakacs, FMD Stop 0581 Steve Freeman, 4072
FSA/TD/SFreeman/06-20-05/lb/720-7445/TLP/TD-115
Filename: TPD/TOB/Tobacco Transition/NW calling LOAN.doc

NW 3

JUN 28 2005

Mr. George E. Nettum
General Manager
Northern Wisconsin Cooperative
Tobacco Pool, Inc.
P.O. Box 47
Viroqua, Wisconsin 54665

Dear Mr. Nettum:

Section 641 of the AMERICAN JOBS CREATION ACT OF 2004 (The Act), provides for allocation of the tobacco pledged as collateral for the Commodity Credit Corporation (CCC) price support loans between marketing associations and CCC based on the amount of No-Net-Cost funds in the association's account and the average list price of that kind of tobacco.

As of 12:00 noon EST July 5, 2005, CCC is releasing the entire 188,526 pounds of Commodity Credit Corporation (CCC) owned 2004 crop inventory (cigar binder type 55) to Northern Wisconsin Cooperative Tobacco Pool (the Association). 100% of the domestic No-Net-Cost funds of approximately \$227,971 are being used to release CCC-owned tobacco inventory to the Association. CCC has determined that since there was no approved association list prices that were in effect when the Act was enacted, CCC will use an average list price of a \$1.21, as determined by CCC, to release the entire CCC-owned inventory pounds to the Association. The Association may utilize these pounds of tobacco in any manner that it desires after the above release date.

Sincerely,

Misty Jones

Misty Jones
Acting Director
Tobacco Division

CC: Central Files
Reader File-4080-S ✓
Steve F.- 4072-S

FSA-TD-Steve Freeman-wl/720-7445/06-28-05/TLP-7/TD-129
Filename: S:/TOB/Tob Transition/CCC owned Tobacco/NW Letter Release Lbs.DOC